This Solicitation/Award Package is issued to acquire contract Internet Reconnaissance Training. The United States Postal Service Office of Inspector General (OIG) intends to award a Firm Fixed Price contract to a Supplier who possesses specific subject matter expertise in areas of performing Internet Reconnaissance and Social Media analysis and has a thorough understanding of the flexibility and creativity in the constantly evolving field of Internet Reconnaissance.

Continued ...

TOTAL AWARD AMOUNT (USPS Use Only)  
26. Award of Contract: Your offer on Solicitation (block 5) is accepted as to items  

27a. SIGNATURE OF SUPPLIER  
27b. PRINTED NAME AND TITLE OF SUPPLIER  
27c. DATE SIGNED  

28a. UNITED STATES POSTAL SERVICE (SIGNATURE OF CONTRACTING OFFICER)  
28b. PRINTED NAME OF CONTRACTING OFFICER  
28c. DATE SIGNED  

PS Form 8203 (March 2007)
This complete solicitation and applicable attachments describe the following:
- the terms and conditions that will apply to any agreement that is awarded;
- the work to be performed;
- the instructions for preparing and submitting proposals;
- the evaluation criteria used for contract award determination.

Due Dates:

- Questions regarding this solicitation must be received no later than 5:00 PM ET, Tuesday, November 24, 2015 (email only):  Send to: jross@uspsoig.gov).
- Answers will be posted on FBO no later than 5:00 PM ET on Tuesday, December 1, 2015.
- Proposals must be received no later than 5:00 PM ET on Friday January 8, 2016.
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ACKNOWLEDGMENT OF AMENDMENTS

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

<table>
<thead>
<tr>
<th>Amendment Number</th>
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INVOICE STATEMENT

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

Invoices that do not include the Supplier’s Name as stated on the original award document or latest modification will be returned.

All payments for this award and related orders will be transmitted or sent to the Remittance Address on the Award document or latest modification, regardless of any Remittance Address on the invoice. The Supplier must notify the Contracting Officer of any change to the Supplier name and/or Remittance Address.

DUNS NUMBER REQUEST

As the United States Postal Service continues to automate its cradle to grave contracting process, there is a need to have a unique way of identifying the Supplier for communication purposes that excludes the Supplier’s Tax Identification Number and easily known by the Supplier’s personnel. Therefore, to effectively establish this communication link, USPS’ Contracting and Authorizing Management System (CAMS) must have the Supplier’s Data Universal Numbering System (DUNS) number in the Supplier's record within CAMS.

Please furnish the below information to the Buyer/Contracting Officer of this document.

DUNS #: ____________________________
TIN #, associated to the above DUNS #: ____________________________
PRIVACY ACT STATEMENT

To the extent that the information you provide is about an individual, the Privacy Act will apply. Collection of that information is authorized by 39 USC § 401. As a routine use, the information may be disclosed to an appropriate government agency, domestic or foreign, for law enforcement purposes; where pertinent, in a legal proceeding to which the USPS is a party or has an interest; to a government agency in order to obtain information relevant to a USPS decision concerning employment, security clearances, contracts, licenses, grants, permits, or other benefits; to a government agency upon its request when relevant to its decision concerning employment, security clearances, security, or suitability investigations, contracts, licenses, grants, or other benefits; to a congressional office at your request; to an expert, consultant, or other person under contract with the USPS to fulfill an agency function; to the Federal Records Center for storage; to the Office of Management and Budget for review of private relief legislation; to an independent certified public accountant during an official audit of USPS finances; to an investigator, administrative judge or complaints examiner appointed by the Equal Employment Opportunity Commission for investigation of a formal EEO complaint under 29 CFR 1614; to the Merit Systems Protection Board or Office of Special Counsel for proceedings or investigations involving personnel practices and other matters within their jurisdiction; to a labor organization as required by the National Labor Relations Act; to a federal, state or local agency, financial institution or other appropriate entity for the purpose of verifying an individual's or entity's eligibility or suitability for engaging in a transaction. In addition, the following disclosures may be made to any person: a solicitation mailing list when a purchase is highly competitive and competitions will not be harmed by release, or to provide an opportunity for potential subcontractors seeking business; a list of lessors of real or personal property to the Postal Service; a list of entities with whom the Postal Service transacts for goods or services, interests in real property, construction, financial instruments, or intellectual property; and the identity of the successful offeror. Completion of this form is voluntary; however, if this information is not provided, we will be unable to process your request.
2 - PART 2 - PROVISIONS

PROVISIONS INCORPORATED BY REFERENCE

The above provisions are incorporated by reference as if set forth in full text. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. The text of these provisions may be accessed electronically at this address: http://about.usps.com/manuals/spp/spp.pdf or, upon request, will be provided by the contracting officer.

PROVISIONS BY FULL TEXT

PROVISION 4-1 STANDARD SOLICITATION PROVISIONS (NOVEMBER 2007)

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

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

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

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

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

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

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

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

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

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

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

PROVISION 4-2 EVALUATION (MARCH 2006)

a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price and other factors as specified considered. The following performance evaluation factors will be used in the evaluation of offers: [SEE ATTACHMENT 3]

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

c. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.
PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (NOVEMBER 2012)

[SEE ATTACHMENT 4]
3 - PART 3 - CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

CLAUSE B-18 SUBCONTRACTS (MARCH 2006)

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

CLAUSE 8-10 RIGHTS IN DATA - SPECIAL WORKS (MARCH 2006)

The above clauses are incorporated by reference as if set forth in full text. The text of these clauses may be accessed electronically at this address: http://about.usps.com/manuals/spp/spp.pdf or, upon request, will be provided by the contracting officer.

CLAUSES BY FULL TEXT

CLAUSE B-3 CONTRACT TYPE (MARCH 2006)

This is a [FIRM FIXED PRICE] contract.

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

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

CLAUSE 2-20 OPTION TO RENEW (WITH PRELIMINARY NOTICE) (MARCH 2006)
REVISED NOVEMBER 2015

This contract is renewable, at the option of the Postal Service, by the contracting officer giving written notice of renewal to the supplier within the period specified in the Schedule; provided that, the contracting officer will have given preliminary notice of the Postal Service’s intent to renew at least 30 days before this contract is to expire (such a preliminary notice will not be deemed to commit the Postal Service to renewals). If the Postal Service exercises this option for renewal, the contract as renewed includes this option clause. The duration of this contract, including renewals, may not exceed the time limit set forth in the Schedule.

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

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

b. Assignment. If this contract provides for payments aggregating $10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with:

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

c. Changes

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

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

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

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

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

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

d. Reserved

e. Reserved
f. Reserved

g. Invoices

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

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

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

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

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

i. Payment

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

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

1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin, or;
2) Delivery of the supplies to the Postal Service at the destination specified in the contract, if transportation is f.o.b. destination.
k. Taxes. The contract price includes all applicable federal, state, and local taxes and duties.

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

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

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

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

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

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

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

s. Incorporation by Reference. Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at http://about.usps.com/manuals/spp/spp.pdf.

The following clauses are incorporated in this contract by reference:

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

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

CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (JULY 2014)

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

(1) Clause B-9, Claims and Disputes  
(2) Clause B-25, Advertising of Contract Awards  
(3) Clause 1-5, Gratuities or Gifts  
(4) Clause 7-10, Sustainability  
(5) Clause 9-1, Convict Labor  
(6) Clause 9-5, Contract Work Hours and Safety Standards Act - Safety Standards

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

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

b. Examination of Records:

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

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

3. Cost or Pricing Data - If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
   a. The proposal for the contract, subcontract, or modification;
   b. The discussions conducted on the proposal(s), including those related to negotiating;
   c. Pricing of the contract, subcontract, or modification; or
   d. Performance of the contract, subcontract or modification.

4. Reports - If the supplier is required to furnish cost, funding or performance reports, the contracting officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating:
   a. The effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and
   b. The data reported.

5. Availability - The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in (b)(1)-(4) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:
   a. If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
   b. The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.
   Note: (Note to contracting officers: Any contemplated changes to this paragraph (b.) may not be made before (1) consulting with assigned counsel and the Office of the Inspector General and (2) a deviation has been reviewed and approved by a higher level than the contracting officer who holds deviation approval authority.

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

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

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

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<tr>
<td>1</td>
<td>Additional OIG Terms and Conditions</td>
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<td>2</td>
<td>Statement of Work</td>
<td>3</td>
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<td>3</td>
<td>Instructions to Offerors</td>
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<td>4</td>
<td>Representations and Certifications</td>
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<tr>
<td>5</td>
<td>NonDisclosure Agreement (NDA)</td>
<td>2</td>
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1. Oversight

   a. Key Contracts Personnel

      **Contracting Officer (CO):**
      Jacqueline Ross  
      1735 North Lynn Street  
      Arlington, VA 22202  
      Telephone: (703) 248-2149  
      Email: jross@uspsoig.gov

      **Contracting Officer Representative (COR):**
      TBD  
      1735 North Lynn Street  
      Arlington, VA 22209  
      Telephone: TBD  
      Email: TBD

   b. The OIG’s COR will monitor overall implementation of the contract terms, and will be assigned to interact with the Supplier. The COR will provide no supervisory or instructional assistance to Supplier personnel. The COR is not authorized to change any of the terms and conditions, scope, schedule, and price of the contract. Only the CO may authorize these changes by properly executed modifications to the contract. The OIG CO may substitute a different COR to oversee the contract at any time.

2. Invoices – Timely Submittal

   The supplier shall deliver to USPS OIG an invoice within 45 days of delivery or performance under this contract. Any invoices submitted after 45 days of delivery or performance shall be considered late. For purposes of this provision, “delivery of invoice” shall mean in person, via electronic communication, or postmarked, by 11:59 p.m. EST on the stated date. For the purposes of this provision, “days” shall mean calendar days. The first day after the date of performance or delivery shall be considered the first day for calculation purposes.
Additional OIG Terms and Conditions

3. Payments on Invoices for Supplier Services

For Firm Fixed Price (FFP) contracts:
Payments will be made upon receipt of periodic, task-based invoices (for FFP contracts). Invoices shall reflect the price negotiated for the invoiced task(s). FFP contracts will not be paid on an hourly basis, even though direct hourly labor rates may have been proposed in order to arrive at the price of the contract.

All OIG payments will be made in accordance with the Prompt Payment Act. The supplier shall submit original invoices for services to both the e-mail address of the COR designated in Section 1a and Accounting@uspsoig.gov. All invoices will be reviewed and certified for payment by the COR and other appropriate OIG-designated officials in accordance with OIG standards and procedures for approving invoices. Invoices not submitted in the correct format will be returned and not processed until they adhere completely to OIG policies and guidance. Documentation and reports for each task must successfully meet OIG quality control standards prior to issuance of payment. Payments on final invoices may be withheld until it is determined by the OIG that all OIG-issued assets are returned by the Supplier after performance has ended.

NOTE: If travel is required to conduct training at locations other than the OIG-HQ location in Arlington, VA, the USPS-OIG will reimburse all direct travel expenses. The supplier will be required to make travel arrangements as soon as the date of training has been established. Air travel at first class or business class is not authorized and will not be reimbursed.

4. Supplier Staffing Requirements

The supplier must make sufficient personnel available to complete individual tasks in mutually agreed-upon timeframes. To the extent that the individual tasks provide for services to be performed by specific personnel, those services must be performed by the personnel identified in the supplier's proposal or in the individual task, unless the Contracting Officer has given advance written approval for substitutes. Use of junior personnel is not authorized, even under the supervision of key personnel, unless the OIG approves of the use of junior personnel in writing. At the OIG's direction, with or without cause, the supplier will remove any personnel from performing work under the contract and replace such personnel without any cost to the OIG.

All personnel performing under this contract will be considered independent contractors, or subcontractors or employees of independent contractors, as appropriate; such personnel will not be considered employees of the OIG or the U.S. Postal Service under any circumstances.

5. Mandatory Training Requirements

All OIG supplier personnel who have access to OIG information technology systems are required to annually take OIG-provided training on IT Security issues. All OIG supplier
Additional OIG Terms and Conditions

personnel who have access to OIG facilities (i.e., are issued a building credential) are required to annually take OIG-provided Sexual Harassment Prevention training.

All training must be completed immediately upon personnel onboarding, or as soon as training is made available after onboarding, and once per Fiscal Year thereafter. Training will be identical to that taken by OIG employees. Supplier personnel may use and charge up to one (1) hour of official time to complete each mandatory training.

6. Status Reports and Progress Meetings

If indicated in the Deliverables of the Statement of Work, the supplier may be required to provide bi-weekly status reports to the COR or other OIG officials, depending on the subject matter and specific tasks assigned under the contract. The reports should detail the progress made on each assigned task, the individuals assigned to each task, projected start and completion dates, the status of work already completed, and applicable time charges. The supplier may also be required to give periodic oral presentations to accompany the status reports. If reports are required, the OIG will schedule a meeting with the supplier to detail the format of the status reports shortly after contract award; no status report will be due until at least ten (10) business days after this meeting. The OIG may change the status report format and content requirements at any time by written notice to the supplier. The supplier may also be required to attend periodic progress meetings at OIG Headquarters.

Any difficulties complying with timeframes and deadlines under the contract should be communicated orally to the COR immediately, and then documented in the next regularly scheduled status report.

7. Periodic Reviews

The OIG will conduct periodic reviews of work performed by the supplier. These reviews will assess the supplier’s timeliness in completing tasks, the overall quality of the work product provided, and whether the deliverables provided met the task order requirements. The reviews will also assess the overall value of the work performed by the supplier.

8. Nondisclosure Agreement

The supplier will be required to sign a nondisclosure agreement upon award of the contract. The supplier shall submit the signed nondisclosure agreement to the COR upon contract award.

9. Security of Material and Records

The supplier shall ensure that all individuals having access to or custody of records related to the contract understand the security and confidentiality requirements of the contract.
10. Security, Suitability, and Background Investigation

For positions requiring a suitability determination: The selected supplier must undergo a successful suitability determination, which will include a credit and criminal background check prior to commencing work. The supplier must submit the following documents to the Personnel Security Office:

- Postal Service Form 2181C (attached) – Authorization and Release – Background Investigations.
- Postal Service Form 2025 (attached) – Contractor Questionnaire.
- Photograph – (minimum 5 mega pixel .jpg or .gif) The photograph should include only the head and shoulders, a "neutral" facial expression and solid light color background, preferably light blue.

A suitability determination cannot be made until the OIG Personnel Security Office has received all of the required documents listed above.

11. Subcontracting

Subcontracting of work required under the contract will not be allowed without the prior written consent of the OIG Contracting Officer. A bilaterally executed contract or modification based on a proposal that included the subcontractor, meets this consent requirement. Any subcontractor must meet the same standards of conduct and independence as the supplier. The supplier must cooperate with the Contracting Officer to provide all information necessary for the Contracting Officer to make an informed decision to authorize or disapprove the services of a proposed subcontractor. This includes submitting the qualifications of the subcontractor’s key personnel with the request for modification.

The requirements of this contract will extend to any subcontractors. It will be the obligation of the supplier to ensure that the subcontractor complies with the terms of the contract, and the supplier will be jointly and severally liable for any shortcomings in its subcontractor’s work. Non-compete provisions and other clauses affecting a restraint of trade shall not be permitted in contracts between the supplier and its subcontractors, unless prior written authorization is given by the OIG Contracting Officer.

12. Compliance with OIG Manual

All suppliers will comply with all applicable portions of the OIG Manual, including the duty to cooperate with all OIG and whistleblower retaliation investigations.

13. Contract Modification
Additional OIG Terms and Conditions

The supplier must communicate to the COR, immediately and in writing, the occurrence of any event that may lead to or require a contract modification. The supplier must submit any request for contract modification to the Contracting Officer and the COR, either by e-mail or by certified mail. Only the OIG Contracting Officer may approve contract modifications. No contract modification will be effective until the Contracting Officer has approved the modification, in writing, and the modification has been signed by both parties.

14. Contract Termination

The OIG reserves the right to terminate the contract with or without cause at any time during the contract period. In the event of a contract termination without cause and to the maximum extent practicable, the OIG will give thirty (30) calendar days’ written notice informing the supplier of the OIG’s intent to terminate the contract on a stated date. After receiving such notice, the supplier shall use its best efforts to finish any in-progress assigned tasks. The supplier shall convey all deliverables (whether completed or in progress) to the OIG by the stated date. In the event of termination for cause, the OIG reserves the right to terminate immediately with no advance notice.

15. Ownership of Work Product

The OIG will exclusively own and hold title to all property rights in the work produced under this contract, as well as all documents, information, and records provided to the supplier pursuant to the contract. The supplier will not represent or claim that it has acquired any right, title, or interest in the work produced or supplied under this contract. Neither the supplier nor its personnel may sell, publish, copy, lend, display, or distribute the work produced or supplied under this contract to any person, without the prior written approval of the Contracting Officer.

Upon the completion or termination of the contract, or at the OIG’s request, the supplier and its personnel must promptly deliver to the OIG all work produced or supplied under this contract, including raw information and drafts, whether or not complete.
INTERNET RECONNAISSANCE TRAINING

1. Introduction

The United States Postal Service Office of Inspector General (OIG) intends to award a Firm Fixed Price contract to a Supplier who possesses specific subject matter expertise in areas of performing Internet Reconnaissance and Social Media analysis and has a thorough understanding of the flexibility and creativity in the constantly evolving field of Internet Reconnaissance. The purpose of this contract is to provide training in gathering information regarding the target individual or organization’s online footprint.

The USPS OIG uses internet reconnaissance to gather information of investigative interest. The USPS OIG Agents require training to get a better understanding of social media platforms to be able to come up with creative and flexible ways to conduct social media analysis. USPS OIG is only interested in reconnaissance techniques that are legal and recommended within the agency policies and/or the United States Attorney’s Offices’ (USAO) guidelines.

2. Background

The OIG is an independent federal law enforcement agency within the U.S. Postal Service. Its mission is to conduct and supervise objective and independent audits, reviews, and investigations relating to Postal Service programs and operations; to promote economy, efficiency, and effectiveness within the Postal Service; and to keep the Postal Service Governors, Postal Service management, and Congress informed of problems, deficiencies, and corresponding corrective actions.

3. Scope of Work

The Supplier shall provide training on the methods to identify the target individual/organization’s social media and Internet footprint. The training must, at a minimum, include the following items:

a) **Internet Reconnaissance** - Internet Footprint (Overview of areas of interest to be covered and how to focus and prepare Agents to conduct successful Internet Reconnaissance).

   - All social networks, person search, dating websites, user names search, phone search, public record, court record, website download
   - Locating targets and developing the methods necessary to attack those targets successfully (Via Social Media/Internet)
   - Only reconnaissance techniques that are legal and within agency policies/USAO guidance should be presented/discussed
b) Internet Reconnaissance Checklist of Sites and Searches

- TLO / LexusNexus/Accurint
- Facebook / LinkedIn / Google+ / Twitter / Instagram / YouTube / MySpace / LinkedIn
- YouTube / Classmates
- Picasa / Flickr / Vimeo / Pinterest / Google Image Recognition / TinEye
- Online Sales & Services – eBay / Craigslist / Amazon
- Public Records Search – Federal / State / Local & County
  - Grantor Grantee
  - Public Liens
  - Public Leases
  - Civil & Criminal
  - Divorce
  - County Probate
  - County Clerk
  - Real Estate & Tax Assessor's Records
  - Bankruptcy
  - Federal District Court Records
  - Corporation Records and Filing

c) Google Advanced Search

- All names / accounts / Email / Nicknames / Aliases / Phone Numbers
- CorporationWiki.com (if business references are identified)

d) Website / Screen Capture Utilities

- Adobe Acrobat Pro (Create PDF from Web Page)
- HTTrack Website Copier
- Opanda lexif Viewer
- Jeffery's Exif Viewer (online only)
- Awesome Screenshot Capture
- FacePaste
- VideoDownloadConverter
- Fireshot Capture
- Download Facebook Album (works with Instagram too)
- Vigram

The OIG will provide:

- Training space
- Access to a SmartBoard to project information to the class
- Access to a wireless network that can reach the Internet
4. Deliverables

The Supplier shall deliver the following supplies and/or services, by the dates specified in the table below:

<table>
<thead>
<tr>
<th>Deliverable Number</th>
<th>Description</th>
<th>Due Date(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4a</td>
<td>Kick-Off Meeting*</td>
<td>One week after contract award</td>
</tr>
<tr>
<td>4b</td>
<td>Delivery of all Training requirement elements</td>
<td>June 28 – 30, 2016</td>
</tr>
<tr>
<td>4c</td>
<td>Conduct follow-on 3-day Internet Reconnaissance Training Sessions</td>
<td>Option: TBD</td>
</tr>
</tbody>
</table>

Training Deliverable Date and Location:

June 28 – 30, 2016  
OIG Headquarters  
1735 N. Lynn St  
Arlington, VA 22209

NOTE: The OIG may exercise the option within the period of performance to repeat this 3-day training event.

Training Duration  
Three, eight-hour training days

Attendees:  
15 to 25 Agents  
Attendees will bring their laptops

*The meeting will provide an introduction between the Supplier personnel and OIG personnel who will be involved with the contract. The meeting will provide the opportunity to discuss technical, management, and security issues, and travel authorization and reporting procedures. At a minimum, the attendees shall include Key Supplier Personnel, representatives from the directorates, other relevant OIG personnel, and the OIG COR.
Attachment 3

INSTRUCTIONS TO OFFERORS

Technical and price proposals will be evaluated as to reasonableness of the service provided in comparison with other proposals submitted. Proposals submitted under this Statement of Work will become the property of the OIG and cannot be returned to the supplier. The OIG will not reimburse suppliers for the costs associated with preparation and submission of their proposals.

During the evaluation process, an OIG evaluation panel may, at its discretion, create a list of potential suppliers for further evaluation. Those suppliers on the list may be asked to make oral presentations. Such presentations will provide the suppliers with the opportunity to answer any questions the evaluation panel may have regarding an individual proposal.

1. Technical Proposals
   Interested Suppliers should submit technical proposals addressing all stated work areas. The proposals should be one-sided, in 12-pitch font, and no longer than 15 pages total from cover to cover (does not include attachments). Proposals should also include a Table of Contents and an Executive Summary, and should separately address each of the evaluation criteria discussed below.

2. Price Proposals
   Interested Suppliers must also submit, under separate cover from the technical proposal, a price proposal. The price proposal is not included in the technical proposal page limitation. Pricing should be Firm Fixed Price.

3. Best Value Determination
   The USPS OIG seeks to award a contract to the Supplier whose proposal provides the overall best value to USPS OIG, price and all other factors considered. The USPS OIG also reserves the right to make an award without discussions.

   The Supplier’s technical capability (as measured by the Technical Factors) is equally as important as Price Factor. Technical and price proposals will be evaluated as to reasonableness of the service provided and overall best value to the USPS OIG. Additionally, each proposal will be evaluated based on the Supplier’s technical capability to perform the services described in Section 3 and 4 of the Statement of Work.

4. Technical Evaluation Factors

<table>
<thead>
<tr>
<th>CRITERIA</th>
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<tbody>
<tr>
<td>Technical Factor I: Past Performance</td>
</tr>
<tr>
<td>Proposal must demonstrate a minimum five-years’ experience conducting</td>
</tr>
<tr>
<td>same or similar training described in the Statement of Work (SOW)</td>
</tr>
<tr>
<td>to government agencies and/or law enforcement agencies. References</td>
</tr>
<tr>
<td>must include contact information.</td>
</tr>
<tr>
<td>Technical Factor II: Technical Approach</td>
</tr>
<tr>
<td>Proposal must demonstrate a thorough hands-on approach to conducting</td>
</tr>
<tr>
<td>the training described in the SOW (course agenda, handouts that will</td>
</tr>
<tr>
<td>be used, and technical requirements to conduct the training).</td>
</tr>
<tr>
<td>Proposal should indicate the kind of network / internet access and</td>
</tr>
<tr>
<td>connection that will be</td>
</tr>
</tbody>
</table>
5. Contract Performance and Award

Each proposal will be evaluated to determine the Supplier’s technical capability to perform the services described in this Statement of Work. The OIG seeks to award the contract based on the best overall value to the OIG.

Within five (5) business days of the contract award, the Supplier will meet with OIG representatives at a kick-off meeting to discuss the implementation of the contract.

6. Questions and Answers

Questions relating to this solicitation must be received by 5:00 PM ET, Tuesday, November 24, 2015. Questions should be submitted by e-mail to Jacqueline Ross, Contracting Officer at: jross@uspsoig.gov.

Answers will be posted on FBO.gov by 5:00 PM ET, Tuesday, December 1, 2015.

7. Proposal Submission

All proposals must be received by 5:00 PM ET, Friday, January 8, 2016. Proposals should be submitted by e-mail to Jacqueline Ross, Contracting Officer at: jross@uspsoig.gov.

Anticipated Award Date: Week of January 25, 2016
USPS OIG Representations and Certifications (Provision 4-3, November 2012)

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

1. Operates as:
   • ___ a corporation incorporated under the laws of the state of ________; or
     country of __________________ if incorporated in a country other than the
     United States of America.
   • ___ an individual;
   • ___ a partnership;
   • ___ a joint venture;
   • ___ a limited liability company;
   • ___ a nonprofit organization; or
   • ___ an educational institution; and

2. Is (check all that apply)
   • ___ a small business concern;
   • ___ a minority business (indicate minority below):
     • ___ Black American
     • ___ Hispanic American
     • ___ Native American
     • ___ Asian American:
   • ___ a woman-owned business; or
   • ___ none of the above entities.

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

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

c. Woman-owned Business. A woman-owned business is a concern at least
   51 percent of which is owned by a woman (or women) who is a U.S. citizen,
   controls the firm by exercising the power to make policy decisions, and
   operates the business by being actively involved in day-to-day management.
d. **Educational or Other Nonprofit Organization.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)
   - ___ a Postal Service employee or a business organization substantially owned or controlled by such an individual
   - ___ a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual
   - ___ another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual
   - ___ an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

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

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

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

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

3. **IRS Form W-9, Request for Taxpayer Identification Number and Certification.** You must complete a copy of IRS Form W-9 and attach it to this certification.

4. Check this block if the offeror is owned or controlled by a parent company:

5. If the block above is checked, provide the following information about the parent company:
   - Parent Company’s Name: ____________________________________________
   - Parent Company’s Main Office: ____________________________
   - Address: ____________________________________________
   - No. and Street: ____________________________________________
   - City: ____________ State: ____________ ZIP Code: ____________
   - Parent Company’s TIN: ____________________

6. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group
   - Name of Common Parent: ____________________________________________
   - Common Parent’s TIN: ____________________________________________
C. **Certificate of Independent Price Determination**

1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
   a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
   b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
   c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

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

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

D. **Certification of Nonsegregated Facilities**

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

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

4. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical
certifications from proposed subcontractors before awarding subcontracts exceeding $10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):
Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding $10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

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

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

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

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

4. The offeror must provide immediate written notice to the contracting officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror’s capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service’s Supplying Practices). The offeror’s failure to furnish a certification or provide additional information requested by the contracting officer will affect the capability evaluation.

6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the contracting officer may terminate the contract resulting from this solicitation for default.

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

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

SIGNATURE
By signature hereto, or to an offer incorporating these representations and certifications, the offeror certifies that they are accurate, current, and complete and that he is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statement in offers.

____________________________________
Name of Supplier

____________________________________
Date

____________________________________
Authorized Signature

____________________________________
Typed or Printed Name

____________________________________
Title
CONFLICT OF INTEREST
AND
NONDISCLOSURE STATEMENT
USPS-OIG REQUIREMENT FOR
SUPPLIERS

For proper performance of Government business and to safeguard the independence of the United States Postal Service Office of Inspector General ("USPS-OIG"),

(Name)

hereby certifies on behalf of ________________________ (Supplier) that:

1. I am not aware of any existing conflict of interest that would create even the appearance of impropriety with regard to receiving Confidential Information from the U.S. Postal Service ("USPS") or USPS-OIG regarding Contract/Order No. ____________________.

2. I do not have, nor do I anticipate that I will have, any relationship (financial, social or otherwise) with any individuals or organizations that would pose a conflict of interest and impair my objectivity to perform work on this assignment. Further certify that entering into a contractual relationship with the USPS-OIG does not and will not breach any agreement or duty I may have to anyone else, and that I am not restricted by any prior or current employment or contractual relationship(s), due to an existing non-competition agreement or otherwise.

3. I recognize that I may obtain Confidential Information during the course of the engagement, which must be protected from unauthorized disclosure.

4. I will:

   A. Hold in confidence and protect Confidential Information. I will not disclose Confidential Information to any third parties without the written permission of the USPS-OIG Contracting Officer. I will only store or process OIG information on USPS-OIG systems or ______________________ (Supplier) systems (if allowed under the terms of my contract/agreement). I will not transmit or store USPS-OIG information on personal email or computing devices (computers, mobile phones, portable storage drives, etc.) or internet file sharing sites (DropBox, Box, OneDrive, Google Drive, etc.) unless approved by the USPS-OIG Contracting Officer.

   B. Take reasonable steps to prevent other ______________________ (Supplier) personnel from disclosing Confidential Information to third parties.

   C. Limit access to Confidential Information to personnel within ______________________ (Supplier) who are directly working on the aforementioned contract.

   D. Return all documents, information, and property received from USPS or USPS-OIG to USPS-OIG when requested by USPS-OIG, including all copies and reasonable facsimiles. Electronically destroy (wipe) all OIG information from production and backup systems as well as other media at the conclusion of the engagement. The failure of USPS-OIG to request such documents, information,
or property or my failure to return such documents, information, or property does
not in any way waive the confidential nature of such documents, information, and
property. These documents, information, and property remain the property of the
USPS-OIG.

E. If USPS-OIG information is stored or held on company or organization systems
(or approved personal systems), immediately notify OIG CISO (cio-
soc@uspsoig.gov) upon suspected or confirmed intrusion or potential or
confirmed data breach. Cooperate fully with any OIG or other Federal law
enforcement or investigative requirements in the event of a compromise or
breach of OIG-provided data or information.

F. Abide by the requirements of this Conflict of Interest and Nondisclosure
Statement.

5. For the purposes of this agreement, "Confidential Information" means any and all tangible
and intangible information, whether oral or in writing or in any other medium, including
reports, audits, investigations, supplier information, employee information,
correspondence, market research, competitive intelligence, information technology, and
any other information or record relating to management, operations, products, intentions,
goals, objectives, workers' compensation programs, inventions, accounting, supply
management, pricing, financial condition, financial results, financial models, and financial
projections of USPS or USPS-OIG or their suppliers, whether developed by USPS-OIG,
or furnished to USPS-OIG by other third parties, including USPS or its suppliers, and
includes all information which arises out of or relates to the analysis and evaluation of the
Confidential Information and/or the use thereof by __________________________ (Supplier).

6. This nondisclosure of information remains in effect as long as the USPS-OIG considers
the information to be Confidential Information.

7. Failure to comply with any provisions of this Conflict of Interest and Nondisclosure
Statement will result in the USPS-OIG seeking remedies against me to the fullest extent
of the law.

Signature: ___________________________ Date: ________________