

# 4B Purchasing Construction Services

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# 4B Purchasing Construction Services

This chapter addresses the purchasing methods for construction contracts. Methods and procedures discussed include the establishment of evaluation teams, the preparation and issuance of solicitations, the receipt and handling of proposals, the evaluation of proposals, and the selection and award processes.

## 4.1 Policy

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### 4.1.1 **General**

Also see 2.4. Selection of contract type should be accomplished during the planning stage, but subsequent developments during the selection and discussion phase may cause the purchase team to use a different contract type.

#### 4.1.1-10 ***Indefinite-Quantity Contracts***

See 2.4.6.

#### 4.1.1-11 ***Unit Prices***

See 2.4.6.c-10.

#### 4.1.1-12 ***Limitations on Indefinite-Quantity Construction Contracts***

See 2.4.6.c-20.

#### 4.1.1-121 ***No New Construction***

See 2.4.6.c-21.

#### 4.1.1-122 ***Drawings, Specifications, and Pricing***

See 2.4.6.c-22.

#### 4.1.1-20 ***Work Orders Under Indefinite-Quantity Construction Contracts***

A log of work orders is maintained in FMS. See Exhibit 4.1.1-20 for format of the log. The log reflects the current status of all work orders. Work orders and work order logs are automatically generated by the Design and Construction Contract System (DCCS). The actions described in the following paragraphs precede the placement of an order.

**4.1.1-21 *Project Authorization***

Prior to preparing a work order, you must receive a properly executed Form 4209, *Project Authorization*, and determine that adequate funds remain in the contract for performance of the work order. See Exhibit 4.1.1-20.

**4.1.1-22 *Kinds, Quantities, and Location of Work***

Each work order specifies the kinds and quantities of work to be performed at a specified facility or location. The contracting officer may request cost proposals from an indefinite-quantity construction contractor for work items not covered by the unit price schedule and may order such items in addition to ordering covered work. Not more than 25 percent of the cost of any work order may be for such additional work.

**4.1.1-23 *Statement of Work***

Prepare, or direct the A/E to prepare, a statement of work and a Postal Service independent cost estimate for the work required using the contract unit price schedule and multiplier to develop the estimate. Describe in the work order the extent of work to be removed and the extent and type of new work to be installed. Descriptions may be written, sketched, or drawn. Each work order states the location where work is to be performed, states whether work may be performed during regular working hours, and describes the requirements for submittals. Submittals may include certificates, shop drawings, manufacturers' literature, data, test reports, and other documents that provide required information on the material or equipment. If liquidated damages are to apply to the work order, include them in the statement of work (see PM 2.2.6). Transmit the statement of work to the contractor.

**4.1.1-24 *Site Visit***

Arrange, if possible, to meet the contractor at the site where the work will be performed. The A/E may be present also. Reviewing the proposed work at the site with the contractor should eliminate misunderstandings as to exactly what the Postal Service expects from the contractor.

**4.1.1-25 *Price Proposal***

Review the contractor's price proposal. This may be done by the purchase team, the contracting officer, or the A/E. Compare the quantities and units provided by the contractor with the Postal Service's estimate. While the unit prices and multiplier are fixed, there may be differences in the quantities estimated by the contractor and the Postal Service.

**4.1.1-26 *Negotiated Items***

Negotiate the final quantities and any items of work not covered by the price schedule.

**4.1.1-27 *Preparation of Work Order***

Prepare the work order after an agreement has been reached. Exhibit 4.1.1-27 provides a sample of a completed work order for an indefinite-quantity contract.

Both the contractor and the contracting officer must sign a work order. Each work order is a firm-fixed-price contract.

#### 4.1.1-28 **Commitment Order**

Prepare Form 4211, *Facility and Fixed Mechanization Project Commitment Order*. This form must be completed before issuing a notice to proceed (NTP) to the contractor.

#### 4.1.1-29 **Notice to Proceed**

The contracting officer issues the NTP. No work may be performed under the work order until a written NTP has been issued by the contracting officer and received by the contractor. Any work performed by the contractor under a work order before receipt of the written NTP for that work order will be undertaken at the contractor's own risk. If the project is large or complex, arrange for a preconstruction conference at the site before authorizing the contractor to proceed. The NTP may be incorporated into the work order.

#### 4.1.2 **Purchasing Framework**

## 4.2 **The Purchasing Process**

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### 4.2.1 **Planning**

Also see chapter 2.

#### 4.2.1-10 **Postal Service Estimate of the Cost of Construction**

An independent Postal Service estimate of construction costs, based on the A/E's design, must be prepared before solicitation of proposals to reflect the latest circumstances that may affect construction costs. Estimates prepared substantially before solicitations are issued may no longer be realistic.

### 4.2.2 **Solicitations**

#### 4.2.2.a **General**

#### 4.2.2.b **Draft Solicitations**

#### 4.2.2.c **Preparation and Format**

#### 4.2.2.c-10 *Solicitations for Construction Contracts*

Solicitations for construction contracts must be prepared as prescribed by the *Purchasing Manual* (PM) using a construction format created by DCCS. See DCCS for a list of all applicable construction clauses and provisions.

In addition to the elements required by the PM, solicitations should contain the following, when applicable:

- a. The applicable wage determination of the Secretary of Labor. If it is necessary to solicit proposals before receiving a wage determination, the solicitation must contain a notice that the determination will be issued as an amendment to the specifications before the proposal submission date.
- b. A clause concerning the minimum percentage of the work the contractor must perform on the site with its own forces (see 4.2.2.c-20).
- c. An indication of the magnitude of the proposed construction.
- d. An indication of the time of performance.
- e. The arrangements to be made for inspecting the site and data that may affect performance of the work.
- f. Information on the furnishing of items during construction, such as utilities, office space, and warehouse space.
- g. Information on any preproposal conference.
- h. Any special qualifications or experience requirements that will be considered in evaluating offeror capability.
- i. Any special instructions concerning alternates (see 4.2.2.c-50).
- j. Information on reporting requirements.
- k. Special instructions on any requirements for:
  - (1) Environmental permits.
  - (2) Environmental certification/licensee requirements.
  - (3) Environmental studies, reports, mitigation measures, manifests, and clean closure letters.
- l. Any necessary instructions on the conduct of construction activities.
- m. Bonding and insurance requirements.
- n. Contractor Screening Requirements (see PM 1.7.10).

#### 4.2.2.c-20 *Performance of Work by Contractor*

Unless the contractor is required to perform a significant part of the contract work with its own forces, it may be difficult to obtain adequate contractor supervision of the work. To address this problem, each Postal Service construction contract must contain Clause B-42, *Performance of Work by Supplier*, establishing the minimum percentage of the work that the contractor itself must perform, consistent with customary or necessary specialty subcontracting and the complexity and magnitude of the work. Normally, the minimum percentage should be 12 percent. This percentage may be increased or decreased by the purchase team for unusual conditions (environmental, mechanical, etc.) and will be set forth in the schedule.

4.2.2.c-30 *Performance Time*

In establishing the time for contract completion, the purchase team should consider, among other things:

- a. The nature and complexity of the project.
- b. The construction seasons involved.
- c. The requirements of the Postal Service.
- d. The availability of materials, equipment, and labor.

In any given contract, separate completion periods may be established for separable items of work.

4.2.2.c-40 *Specifications*

Also see PM 2.3.1.

The technical provisions of construction specifications, along with applicable drawings, should be sufficiently detailed to:

- a. Enable preparation of offers by contractors, material contractors, and manufacturers on a fair and competitive basis.
- b. Permit completion of construction without additional construction specifications, except those necessary to deal with unforeseen conditions or to accomplish changes during construction.

Materials and equipment should be described, when possible, by reference to documents generally known to the industry.

When it is necessary to use a brand name or equal description in the specifications, all known acceptable brands must be listed to establish quality requirements (see PM 2.3.1.c.4), except that, if more than three acceptable brands are known, only three need be listed.

4.2.2.c-50 *Base and Alternate Proposals*

Solicitations permitting alternate proposals must follow these guidelines:

- a. The solicitation must describe how selection will be made relative to alternates.
- b. Solicitations permitting alternate proposals must require the base proposal to include all features considered essential to a sound and adequate building design. Any alternates to be included in the specifications should involve significant amounts of work in relation to the base proposal, and they should generally be structured as add alternates. For example, proposals to provide a proprietary item or system considered necessary for proper operation of the facility may be requested as add alternates.
- c. When accurate cost estimates are not available, a base proposal may be required for the minimum acceptable project, with add alternates for desired materials or equipment.

- d. Solicitation documents calling for alternates must clearly state that the Postal Service reserves the right to accept or reject any and all alternate prices, as may be determined by the contracting officer to be in the Postal Service's interests.

4.2.2.c-60 *Special Contract Clauses*

Special clauses are mandatory or non-mandatory, depending on the type of contract. The complete texts of the clauses are provided in the DCCS.

4.2.2.c-70 *General Contract Clauses*

General contract clauses are clauses that are found in the PM. Include general contract clauses in construction contracts in accordance with the PM. The text for each clause is included in PM.

4.2.2.c-80 *Liquidated Damages*

The purchase team must determine in advance if there will be a requirement for liquidated damages. See PM 2.2.6 and 2.2.6 and 4.1.1-23.

4.2.2.c-90 *Evaluation Factors*

It is essential that a solicitation set forth the evaluation factors that will be applied by the Postal Service in prequalifying or in selecting a contractor for award. See chapter 2.

4.2.2.d ***Proposal Preparation Time*** 

Each solicitation must state a specific date offers are due. The due date must allow sufficient time for offerors to prepare their proposals. Insufficient time may force offerors to submit proposals that are not well-prepared or cause offerors to propose inflated prices because of contingencies. It may even discourage capable offerors from responding to the solicitation. Consider several factors in deciding what length of time to allow for proposal preparation:

- a. The urgency of the Postal Service's need for the facility.
- b. The complexity of the requirement.
- c. The extent of subcontracting anticipated.
- d. The normal time for mail transmission of both the solicitation and the offers.

4.2.2.e ***Availability of Solicitations*** 

See PM 4.4.3.a.13(c) for distribution of solicitation.

4.2.2.f ***Preproposal Conference*** 

4.2.2.f-10 *Preproposal Conference — Construction Contracts*

A preproposal conference may be scheduled for many reasons, such as the need to:

- a. Clarify complicated work statements.

- b. Disseminate background data that provide insight into the complexity of the project.
- c. Discuss anticipated difficulties during contract performance.
- d. Discuss environmental issues, such as:
  - (1) Permit conditions.
  - (2) Site conditions.
  - (3) Hazardous material handling.
  - (4) Findings from studies regarding mitigation, abatement, etc.
- e. Disclose errors or omissions in the project's plan or specifications (see 4.2.2.f-60 regarding the need to amend a solicitation to correct errors or omissions).
- f. Provide information that may be better presented in conference discussions.
- g. Discuss problems attendant to building renovation.

4.2.2.f-20 *Announcement*

It is best to establish the schedule for the preproposal conference before the solicitation notice is published so that the schedule can be announced in the notice. If a conference is scheduled after solicitation notices have been issued, give all solicitation recipients adequate notice of the time, date, location, purpose, and scope of the conference and ask them to submit questions in advance.

4.2.2.f-30 *Attendees*

In addition to the persons named in PM 4.2.2.f.2, the design A/E should be available to help interpret plans and specifications (but see 4.2.2.f-60). A sample list of preproposal topics is provided in Exhibit 4.2.2.f-30.

4.2.2.f-40 *Timing*

Hold the conference as soon as practical after the solicitation has been issued but allow time for scrutiny of the solicitation by prospective offerors. If possible, hold the conference no later than halfway between solicitation issuance and the date of proposal receipt.

4.2.2.f-50 *Conference Site*

Conduct the conference at or near the site and include a site inspection as part of the conference. Otherwise, hold the conference at a location convenient to the majority of Postal Service and industry attendees. Sometimes a separate site inspection may be desirable, such as when the site area is extremely small.

Give offerors the opportunity to inspect the construction site. Also, give offerors the opportunity to examine data available to the Postal Service that may provide information affecting performance of the work, such as boring samples, original boring logs, and records and plans of previous construction. Assemble these data in one place and make the data available to all offerors in the same manner if this information has not been provided in the solicitation. When feasible, keep

a record of the identity and affiliation of all offerors' representatives who inspect the site or examine the data.

4.2.2.f-60 *Conference Focus*

The preproposal conference can identify questions on perceived ambiguities or inaccuracies, information on industry practices that conflict with the solicitation, and the like. The preproposal conference is not a forum for making changes to the solicitation as written, but it may indicate a need for a formal change (amendment) to the solicitation (see PM 4.2.2.g). Postal Service personnel must inform conferees that statements and explanations at the conference do not change any terms, specifications, or other requirements of the solicitation unless subsequently changed by issuance of an amendment.

4.2.2.f-70 *Minutes*

A written record of the conference should be prepared in accordance with the following guidelines:

- a. Distribute the written conference record to all solicitation holders as soon as possible but no later than one week after the conference. The record should be mailed 10 days before the date set for receipt of proposals.
- b. Do not distribute the written conference record as a solicitation amendment. Postal Service personnel must cite in an amendment only those clarifications that constitute changes.
- c. Keep accurate minutes. For large, technically-oriented conferences, a court reporter or person with excellent stenographic skills will produce the most accurate, cost-effective minutes. Use judgment. If only a few attendees are expected and there are only three known prospective offerors, the expense of a court reporter may not be justified. Do not rely entirely on a tape recording system, as it may miss parts of conversations.

4.2.2.g ***Amendment of Solicitations*** 

4.2.2.h ***Cancellation of Solicitations*** 

4.2.2.i ***Disclosure and Use of Information*** 

4.2.3 ***Receipt of Proposals*** 

See also PM 4.2.2.i.2. Proposals contain confidential information and should be treated accordingly, both before and after they are opened by authorized Postal Service personnel. Be sure to:

- a. Always place proposals in a locked file or safe immediately upon receipt, and leave them there until you open them.
- b. Always secure opened proposals in a locked file or safe.
- c. Never leave a proposal unattended on a desktop.

4.2.3.a ***General*** 

4.2.3.a-10 *Record of Proposals*

When the time specified in the request for proposals has elapsed, open the proposals promptly and prepare a record of proposals received.

4.2.3.a-20 *Contracting Officer's Designee*

The contracting officer may designate an employee to open and record proposals. The designation should be in writing and should state specific ground rules.

4.2.3.a-30 *Administrative Review of Proposals*

As part of recording proposals (see 4.2.3.a-10), the contracting officer or designee completes an administrative review of each proposal and documents the findings. At a minimum, the following questions should be addressed:

- a. Is the proposal signed by an authorized company official?
- b. Is the proposal timely?
- c. Did the offeror complete all fill-ins, required executions, representations, and certifications?
- d. Did the offeror accept all of the solicitation's terms and conditions?
- e. Is the proposal in the proper format?
- f. Did the offeror adhere to proposal page limitations, if any?

4.2.3.b ***Modification and Withdrawal*** 

4.2.3.c ***Late Proposals and Modifications*** 

4.2.3.d ***Failure to Acknowledge Amendments*** 

4.2.4 **Oral Presentations**  

4.2.5 **Performance Evaluation**  

4.2.5.a ***General*** 

4.2.5.b ***Roles and Responsibilities*** 

Evaluation team membership is determined at the earliest possible date before development of evaluation factors. Members should actively participate in the development of factors, procedures, and proposal preparation instructions.

The principal function of the evaluation team is to evaluate the proposals received in an efficient and impartial manner and to present and compare the results of the evaluation to the purchase team for use in selecting the contractor. (See Exhibits 3.52–20a, *Establishment of Evaluation Team*, and 3.52–20b, *Confidentiality Statement*.) The evaluation team must use the

evaluation factors developed in the planning stages and subsequently published in the CBD and included in the solicitation.

The evaluation team's effort may be limited to review of technical proposals, with cost or price proposals evaluated separately, or subteams may be established for separate evaluation of technical and price proposals.

The evaluation team must present its findings to the purchase team in a written report containing narrative statements identifying the major strengths and weaknesses of the various proposals (see PM 4.2.5.a.2).

4.2.5.c **Discussions**  

4.2.5.d **Best Value Determinations**  

See PM 4.2.5.d. All proposals received and accepted must be evaluated in accordance with the evaluation factors specified in the solicitation.

4.2.5.d-10 *Ranking Proposals*

Technical proposal evaluation is based on a ranking of the contending contractors. This objective is accomplished by analysis, evaluation, and comparison of the proposals in light of the factors package and project needs. All factors evaluated must be given a recorded narrative evaluation pointing out strengths and weaknesses.

The technical proposal depicts the value to be received by the Postal Service in terms of the quality of the technical/management organization, the construction schedule (length of performance time), and the quality of the finished product offered. It is the evaluation team's mission to use its collective experience and background to assess that value in the case of each technical proposal. The quality of the technical/management organization will directly affect the quality, efficiency, and operating cost of the completed structure. A protracted schedule will have a negative impact in terms of cost of rental facilities, operating efficiencies forgone, and customer satisfaction. The quality of the finished product has implications ranging from life cycle costs, energy conservation, operating costs, and maintenance costs to repair and replacement costs. Carefully consider and analyze these factors during the evaluation to score each proposal to arrive at an order-of-merit ranking.

4.2.5.d-20 *Price or Cost Evaluation*

The price proposal evaluation must consider total price proposed and completeness of the proposal and will compare the price proposal breakdown with that of the Postal Service estimate to ensure reasonableness. See also 5.1.2 (chapter 5B) for guidance in evaluating price proposals.

4.2.6 **Contract Award** 

Note that under PM 1.5.3.b, the approval of the vice president of Purchasing and Materials' approval is required before award of any contract exceeding \$10,000,000.

**4.2.6-10 *Intent-to-Award Letter***

The contracting officer is to prepare the intent-to-award letter (see Exhibit 4.2.6-10). Enclose the contract award format in triplicate and performance and payment bond forms if not previously provided with the solicitation. Sign and mail the letter to the successful offeror (certified mail, return receipt requested). Ensure that the text of the letter contains language stating that the letter does not constitute award or notice to proceed.

**4.2.6-20 *Review of Bonds and Certificate of Insurance***

See 7.1.2.a-10 for steps to follow prior to award regarding the receipt and review of construction bonds.

Receive and review the certificate of insurance.

**4.2.6-31 *Award Issuance***

A formal contract award is issued to the successful firm upon receipt of acceptable bonds, certificates of issuance, subcontracting plans (if applicable), and any other required documentation. All offerors who submitted a proposal must be notified of the firm selected and of the basis for selection. Check Form 4209 to ensure availability of funds before award.

**4.2.6-32 *Actions After Receipt of Executed Contract***

Upon receipt of an executed contract:

- a. Review the signed contract to ensure that it has been executed properly by the contractor.
- b. Execute the contract and publish a notice of award in the CBD as required by PM 3.5.3.a.2.
- c. Prepare Form 4211.
- d. Prepare an award letter to the contractor acknowledging receipt of the bonds and the signed contract documents (see Exhibit 4.2.6-32). The following should be included as an attachment to the letter of acknowledgment:
  - (1) The contractor's copy of the executed construction contract.
  - (2) The name and telephone number of the Postal Service employee to contact to arrange a preconstruction meeting.
  - (3) Form 4211-B, *Facility and Fixed Mechanization Project Contract Payment Authorization*.
  - (4) Authorities and limitations.
- e. Furnish copies of the letter of acknowledgment as appropriate.

**4.2.6-33 *Combination Letters***

Contracting officers have the option of using a combination receipt of bonds and award/NTP letter in lieu of Exhibit 4.2.6-32, when appropriate. The use of the combination letter cuts in half the time required for preparation and signing of

letters and waiting for contractor receipt. It eliminates the requirement to issue a separate NTP. A sample combination letter is provided as Exhibit 4.2.6-33. Before issuance of a combination letter, the requirements in 4.2.6-20 must be met.

#### 4.2.6-40 ***Preparation and Issuance of Notice to Proceed***

After receiving the signed contract and all other documents required, and issuing an award letter, prepare a formal NTP letter.

Obtain the contractor's signature on the Postal Service copy of NTP. Depending on the circumstances, do this either at the preconstruction conference (see Exhibit 4.2.6-40a) or by using certified mail, with a return receipt requested (see Exhibit 4.2.6-40b).

#### 4.2.7 **Notification**

#### 4.2.8 **Debriefing**

## 4.3 **Commercial Purchasing**

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#### 4.3.1 **Policy**

Commercial purchasing procedures may be used (not including new construction) up to the purchasing authority of the contracting officer. However, they are best suited to repair and alteration projects, or urgent projects of less than \$1,000,000 and of a single trade or a minimum number of trades (roofing, painting, paving, etc.). Repair and alteration project work should be purchased using commercial procedures, unless it can be accomplished by work orders under indefinite-quantity contracts.

When using commercial procedures, perform prequalification of offerors. The informal prequalification is a project specific process. The list of prequalified contractors is in effect only for the single purchase. The purchase team performs the prequalification when a project has been identified and is suitable for this process.

#### 4.3.2 **Applicability**

#### 4.3.3 **Solicitations**

Sourcing is accomplished by contacting the postmaster, manager of maintenance, District Administrative Services Office, etc., to obtain a list of contractors that are known to them and have the potential to accomplish the required scope of work. In addition, the purchase team reviews the current list of prequalified Facilities Service Office contractors, the current list of indefinite-quantity contract contractors, and any other current or past Postal Service contractors. Purchase teams must attempt to locate minority and women-

owned businesses, and if such attempts are unsuccessful, teams should contact Major Facilities Purchasing for assistance.

A minimum of three sources must be identified, and a member of the purchase team then contacts each to establish their capability and determine past performance. Items to confirm are:

- a. That the contractors have accomplished this type of work in the past.
- b. That the contractors will pay Davis-Bacon wages, as applicable.
- c. That the contractors can be bonded (if applicable) for the amount of the proposed purchase.
- d. That the contractors can meet the proposed completion time.

4.3.4 **Receipt and Evaluation of Proposals and Quotations** 

4.3.5 **Contract Proposal and Contents** 

4.3.6 **Provisions and Clauses** 

4.3.7 **Tailoring Provisions and Clauses** 

4.3.8 **Exemptions from Law** 

## 4.4 **Design and Construction Purchasing**

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4.4.1 **General** 

4.4.2 **Architect-Engineer Services**

See chapter 4A.

4.4.3 **Construction** 

See this chapter.

4.4.4 **Design-Build Contracting** 

4.4.4.a ***Applicability*** 

4.4.4.b ***Definitions*** 

4.4.4.c ***Purchase Method*** 

4.4.4.c-10 *Design-Build Purchasing and Design-Build Contracts*

Design-build purchasing is a special method of executing a construction project that combines responsibilities for both design and construction under a single contract with a single design-build contractor. The general policies and procedures set forth in the PM and this handbook regarding publicizing, synopses, solicitations, and contracts apply to the purchase of design-build services, as further explained throughout this section.

4.4.4.c-20 *Solicitation Notice*

Exhibits 4.4.4.c-20a and 4.4.4.c-20b provide sample CBD notices for design-build contracts. Also use electronic media and plan hold rooms.

4.4.4.c-21 *Design-Build Contract Solicitations*

Design-build contracts may be fixed-price contracts or cost-reimbursable contracts. Solicitations must be developed using the design-build format created by the DCCS.

4.4.4.c-30 *Using Prequalification with Design-Build Contracts*

The prequalification procedures set forth in 3.5.2 (chapter 3B) should ordinarily be used in connection with the purchase of design-build services, regardless of contract type. The procedures provide a means of resolving questions regarding the qualifications of the offerors before considering technical and management proposals and price proposals.

4.4.4.c-40 *Process for Evaluating Design-Build Proposals*

The evaluation of proposals for a design-build contract should follow the process outlined below:

- a. Prequalified firms must submit separate technical or management plans and price proposals for Postal Service consideration. A preproposal conference should be held to familiarize interested firms with the preliminary scope of the planned facility.
- b. Technical and price proposals are evaluated to determine which contractors potentially offer the best value to the Postal Service. Discussions may be held as addressed in PM 4.2.5.c.
- c. Advertising, qualification, receipt, and evaluation requirements for design-build proposals must follow the guidelines in PM 4.2.2 through 4.2.5, in PM 4.4.4, and in 4.2.2 through 4.2.5, chapter 4B.
- d. Oral presentations may be scheduled as part of the evaluation process by the purchase team. See PM 4.2.4.

4.4.4.c-50 *Requirements for Design-Build Proposals*

Solicitations for a design-build contract must specify the format in which they may be submitted, as well as state the evaluation factors (see 2.1.7). Guidelines for use in drafting solicitations are found in Exhibit 4.4.4.c-50.

Design-build proposals must be arranged in the following two individual sections: (1) Volume I — Technical and Management Proposal, and (2) Volume II — Price Proposal.

No price information may be included in the technical and management volume in order that each may be evaluated strictly on the merit of the material submitted.

The solicitation should advise prospective offerors that, to aid in evaluation, proposals should be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume should be appropriately numbered and identified with the volume number.

4.4.4.c-60 *Design-Build Price Proposal Evaluations*

After determining the offerors whose proposals potentially offer the best value to the Postal Service, the evaluation team must submit a recommendation to the purchase team regarding which offeror's technical and management proposal and price proposal together constitute the best value for Postal Service. See PM 4.2.5.d.

4.4.4.c-70 *Unnecessarily Elaborate Proposals*

Proposals based on unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to the solicitation are not desired and may be construed as an indication of the offeror's lack of cost-consciousness or real understanding of the project requirements. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

4.4.4.c-80 *Payments Under Design-Build Contracts*

Payments under design-build contracts involve special considerations, as explained in 4.4.4.c-90 through 4.4.4.c-102, because these contracts combine both design and construction duties.

4.4.4.c-90 *Payments under Cost-Reimbursable Guaranteed Maximum Price Design-Build Contracts*

4.4.4.c-91 *Payments of Fees Under Guaranteed Maximum Price Design-Build Contracts*

Payment of fees for A/E and construction services under cost-reimbursable Guaranteed Maximum Price (GMP) design-build contracts should be made in accordance with contractually established allocation schedules. Sample allocation schedules are set forth in Exhibit 4.4.4.c-91.

4.4.4.c-92 *Payments for Direct Construction Costs Under GMP Design-Build Contracts*

Progress payments for direct construction costs must be made in accordance with 6.4.5 (chapter 6B), except that: (1) monthly billings must be supported by paid invoices, and (2) payment will be based on actual costs incurred by the contractor less a contractually retained percentage of five percent. Each month, in accordance with the terms of the contract, the contractor will submit invoices representing actual costs for material, labor, equipment, etc., incurred during the previous month. Audits of monthly billings may be accomplished by the Inspection Service, by the Inspector General, or by the CMSSC. After

verification for accuracy and consistency, the Postal Service will reimburse the contractor for these costs.

4.4.4.c-100 *Payments Under Fixed-Price Design-Build Contracts*

4.4.4.c-101 *Payments of A/E Fees Under Fixed-Price Design-Build Contracts*

Fees for A/E services under fixed-price design-build contracts should be made in accordance with contractually established allocation schedules, as set forth in Exhibit 4.4.4.c-101.

4.4.4.c-102 *Payments for Construction Work Under Fixed-Price Design-Build Contracts*

Progress payments for completed construction work are made in accordance with 6.4.5, chapter 6B.

4.4.4.d **Contract Types** 

4.4.4.d.1 *Fixed-Price Design-Build Contracts* 

4.4.4.d.2 *Cost-Reimbursable Design-Build Contracts* 

These must be based on a GMP.

4.4.4.e **Solicitations for Design-Build Contracts** 

Also see 4.4.4.c-21.

4.4.4.f **Requirements for Design-Build Proposals** 

Also see 4.4.4.c-50.

4.4.4.g **Design-Build Contractor Performance Evaluations** 

Each Postal Service official responsible for monitoring the performance of a design-build contract must complete an objective written evaluation of the contractor's performance. Evaluations may be used in the prescreening process for new facility projects and should be made available to selection committees when requested. Performance evaluations of design-build contractors working under Postal Service contracts should be prepared and distributed for the design and construction phases of the work using the corresponding procedures and forms required for A/E and construction contractor performance evaluations as set forth in 6.1.2.a.5, chapters 6A and 6B.

4.4.5 **Construction Management Support Services**

See 4.4.5, chapter 4A.

## 4.5 **Mail Transportation Purchasing**

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## 4.6 **Special Categories of Purchases**

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### 4.6-10 **Emergency Projects**

In handling emergency projects that require an immediate response, follow these guidelines:

- a. The first choice may be an in-place indefinite-quantity contractor. Also conduct telephonic negotiations directly with a contractor who is on a prequalified source list. Attempt to obtain offers from at least three firms. If competitive offers cannot be obtained or if a prequalified contractor is not available, waive the requirement for competitive purchases for emergency repairs.
- b. If the prospective firm is not on a prequalified list and is the only contractor available for emergency repairs, determine its capability, responsiveness, and price reasonableness before giving a notice to proceed with the work.
- c. If a long lead time for equipment or materials is involved, obtain assistance from the FSO to identify emergency sources and/or emergency purchasing recommendations.
- d. Even under emergency situations, pay particular attention to provisions and clauses that must be included in the contract. This is especially true if the contract will be executed after work has begun. For example, include clauses as required by the Davis-Bacon Act et seq. and the Miller Act.
- e. When proceeding with emergency repairs in advance of a signed contract, advise the prospective contractor of the terms and conditions that will be included in the contract. Document the contractor's response and note in the contract document (solicitation section) any oral agreement to the terms and conditions.

Exhibit 4.1.1-20  
Sample Work Order Log

**Facilities Management System**

File Edit Sub-System Tools Window Help

Print Save Prefs Undo Cut Copy Paste Note Help Exit

**List of Work Orders**

Contract No: 072976-96-B-0292 NTE Contract Amount: \$3,000,000.00  
Contractor Name: DIAMOND CONSTRUCTION INC Issued: \$50,632.24  
NTE W/O Amount: \$250,000.00 Committed: \$2,573,077.55  
Contract End Date: 04/08/1998 Available: \$376,290.21

Edit Mod Add Delete Commit Add Like Find Close

| Work Order | Facility             | Description             | Status    | Amount      | Control | Project |
|------------|----------------------|-------------------------|-----------|-------------|---------|---------|
| 7.01 /     | PARK CITY MAIN OFFIC | ADDITIONAL WORK         | Committed | \$47,046.90 | EA75472 | E05520  |
| 7.00 /     | PARK CITY MAIN OFFIC | FACILITY UPGRADES       | Committed | \$51,371.38 | EA64587 | E05520  |
| 6.01 /     | TERRY MAIN OFFICE    | FACILITY UPGRADES       | Committed | \$24,880.73 | EA76691 | E16054  |
| 6.00 /     | TERRY MAIN OFFICE    | PARCEL LOCKERS & UPGR.  | Committed | \$34,517.77 | EA63070 | E16054  |
| 5.02 /     | COLSTRIP MAIN OFFICE | ADDTL INTERIOR WORK     | Committed | \$6,942.64  | EA76858 | E09121  |
| 5.01 /     | COLSTRIP MAIN OFFICE | INTERIOR WORK           | Committed | \$22,943.84 | EA79397 | E09121  |
| 5.00 /     | COLSTRIP MAIN OFFICE | UPGRADES & RAMP COVER   | Committed | \$28,261.38 | EA62895 | E09121  |
| 4.01 /     | FALLON MAIN OFFICE   | ENERGY UPGRADES         | Committed | \$17,026.89 | EA74931 | E14446  |
| 4.00 /     | FALLON MAIN OFFICE   | ENERGY & FACILITY UPGR. | Committed | \$15,899.98 | EA65978 | E14446  |
| 3.00 /     | MISSOULA HELLGATE    | SCISSOR LIFT            | Committed | \$8,624.92  | ZZ69911 | E07729  |

Start WW... My Co... Denve... Lotus ... Facil... Micros... Micros... 10:30 AM

Exhibit 4.1.1-27

**Sample Indefinite-Quantity Construction  
Contract Work Order (Page 1 of 3)**

|  <b>Indefinite Quantity Contract/Construction</b>  |                                 |   |                                     |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
|---|---------------------------------|---|-------------------------------------|---------------------------|---------------------|--------|--|--|--|----------------------|--|--|----------|--|-------------------|--|--|------------|--|--------------------|--|--|--|--|----------------------------|--|--|------------|--|
| <b>Contract Number</b><br>072976-96-B-0292  | <b>Manager</b><br>EUGENE VOGL   | <b>Renewal Option</b><br>Base Year  | <b>Work Order Number</b><br>50.00   | <b>Date</b><br>03/20/1998 |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| <b>Work Description</b><br>HANDICAP ACCESSIBILITY   |                                 | <b>Facility Location</b><br>POMPEYS PILLAR, MT - MAIN OFC TRAILER SITE                                    |                                     |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| <b>Project Authorization Number</b><br>8-4E-296624-C-792  | <b>Project Number</b><br>E39407 | <b>Start Date</b><br>03/03/1998   | <b>Performance Time</b><br>120 days |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| <b>Contractor</b><br>DIAMOND CONSTRUCTION INC<br>ARDINE BJERKE<br>P O BOX 5987<br>HELENA MT 59604-5987  |                                 | <b>U.S. Postal Service</b><br><br>BILLINGS ADMIN SERVICES<br>2602 1ST AVE NORTH<br>BILLINGS MT 59101-9111 |                                     |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| <b>Authorized Signature</b>   | <b>Date</b>                     | <b>Contracting Officer</b>  | <b>Date</b>                         |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| <p><b>Attachments:</b> SITE PLAN DATED 2/27/98</p> <p><b>Summary of this Work Order:</b></p> <table> <tr> <td>Default Multiplier:</td> <td>0.8790</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total Miscellaneous:</td> <td></td> <td></td> <td>\$404.00</td> <td></td> </tr> <tr> <td>Total Items Cost:</td> <td></td> <td></td> <td>\$2,960.24</td> <td></td> </tr> <tr> <td>Total Travel Cost:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>Work Order Total for 50.00</td> <td></td> <td></td> <td>\$3,364.24</td> <td></td> </tr> </table> <p><b>Work Order History:</b></p> <p><b>Scope of Work:</b></p> |                                 |   |                                     |                           | Default Multiplier: | 0.8790 |  |  |  | Total Miscellaneous: |  |  | \$404.00 |  | Total Items Cost: |  |  | \$2,960.24 |  | Total Travel Cost: |  |  |  |  | Work Order Total for 50.00 |  |  | \$3,364.24 |  |
| Default Multiplier:   | 0.8790                          |   |                                     |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| Total Miscellaneous:  |                                 |   | \$404.00                            |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| Total Items Cost:   |                                 |   | \$2,960.24                          |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| Total Travel Cost:  |                                 |   |                                     |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |
| Work Order Total for 50.00  |                                 |   | \$3,364.24                          |                           |                     |        |  |  |  |                      |  |  |          |  |                   |  |  |            |  |                    |  |  |  |  |                            |  |  |            |  |

Exhibit 4.1.1-27  
**Sample Indefinite-Quantity Construction**  
**Contract Work Order (Page 2 of 3)**

| Div.   |    | Sec. | Item  | Work Description | Units   | Contract Price | Qty.                       | Totals             |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
|--|----|------|---|------------------|---|----------------|----------------------------|--------------------|--------------------------------|--|--|--|--|--|--|--|--|-----|----|-----|---|--|-----|----------|---|----------|-----|----|-----|--|--|----|--------|----|----------|-----|----|-----|---|--|----|--------|----|---------|-----|----|-----|--|--|----|---------|---|---------|-----|----|-----|---|--|----|----------|---|----------|-----|----|-----|--|--|----|--------|-----|----------|-----|----|-----|---|--|----|--------|-----|----------|-----|----|-----|---|--|----|--------|-----|------------|-------------------|--|--|--|--|--|-------------|--|------------|
|  <b>Indefinite Quantity Contract/Construction</b>   |    |      |   |                  |   |                |                            |                    |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| Contract Number<br>072976-96-B-0292  |    |      | Manager<br>EUGENE VOGL  |                  | Renewal Option<br>Base Year                                     |                | Work Order Number<br>50.00 | Date<br>03/03/1998 |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| Work Description<br>HANDICAP ACCESSIBILITY   |    |      |   |                  | Facility Location<br>POMPEYS PILLAR, MT - MAIN OFC TRAILER SITE |                |                            |                    |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| <table border="1"> <tr> <td colspan="9"><b>REPAIR &amp; ALTERATION</b></td> </tr> <tr> <td>011</td> <td>19</td> <td>020</td> <td colspan="2">Investigation fee, visit site shall include investigation for handicapped access, review work or develop work order with postal representative, minor design, general project mobilization.</td> <td>EA.</td> <td>\$351.60</td> <td>1</td> <td>\$351.60</td> </tr> <tr> <td>023</td> <td>03</td> <td>153</td> <td colspan="2">BORROW, DELIVERED TO SITE, Spread, select fill, no compaction.</td> <td>CY</td> <td>\$8.79</td> <td>30</td> <td>\$263.70</td> </tr> <tr> <td>026</td> <td>32</td> <td>040</td> <td colspan="2">PAINTING lines on pavement, reflectorized white or yellow, 4" wide (including layout)</td> <td>LF</td> <td>\$0.44</td> <td>60</td> <td>\$26.40</td> </tr> <tr> <td>026</td> <td>32</td> <td>101</td> <td colspan="2">PRE-CAST CONCRETE WHEEL STOP, including dowels 6'.</td> <td>EA</td> <td>\$43.95</td> <td>1</td> <td>\$43.95</td> </tr> <tr> <td>026</td> <td>42</td> <td>002</td> <td colspan="2">SIGN, Provide and install handicap parking designationsign as shown on H.T.C.C, including galvanized steel post, concrete footing, Standard Detail, Sheet #2.</td> <td>EA</td> <td>\$131.85</td> <td>1</td> <td>\$131.85</td> </tr> <tr> <td>033</td> <td>14</td> <td>476</td> <td colspan="2">CONCRETE SLAB, 4" with 6 x 6 - 10 x 10 Mesh (include broom finish)</td> <td>SF</td> <td>\$2.64</td> <td>111</td> <td>\$293.04</td> </tr> <tr> <td>033</td> <td>14</td> <td>477</td> <td colspan="2">Concrete slab, 5" with 6x6 - 10x10 mesh (include broomfinish)</td> <td>SF</td> <td>\$3.03</td> <td>280</td> <td>\$848.40</td> </tr> <tr> <td>033</td> <td>14</td> <td>600</td> <td colspan="2">Sawcut concrete required, remove 4" concrete, subgrade prep, fill as required, new 4" concrete. Includes removal from site haul up to 50 miles, dump fees, concrete delivery up to 100 miles. Removal is concrete paving, typical backhoe work. Includes formsand finish.</td> <td>SF</td> <td>\$5.89</td> <td>170</td> <td>\$1,001.30</td> </tr> <tr> <td colspan="6">* = Premium Price</td> <td colspan="2">Items Total</td> <td>\$2,960.24</td> </tr> </table> |    |      |   |                  |   |                |                            |                    | <b>REPAIR &amp; ALTERATION</b> |  |  |  |  |  |  |  |  | 011 | 19 | 020 | Investigation fee, visit site shall include investigation for handicapped access, review work or develop work order with postal representative, minor design, general project mobilization. |  | EA. | \$351.60 | 1 | \$351.60 | 023 | 03 | 153 | BORROW, DELIVERED TO SITE, Spread, select fill, no compaction. |  | CY | \$8.79 | 30 | \$263.70 | 026 | 32 | 040 | PAINTING lines on pavement, reflectorized white or yellow, 4" wide (including layout) |  | LF | \$0.44 | 60 | \$26.40 | 026 | 32 | 101 | PRE-CAST CONCRETE WHEEL STOP, including dowels 6'. |  | EA | \$43.95 | 1 | \$43.95 | 026 | 42 | 002 | SIGN, Provide and install handicap parking designationsign as shown on H.T.C.C, including galvanized steel post, concrete footing, Standard Detail, Sheet #2. |  | EA | \$131.85 | 1 | \$131.85 | 033 | 14 | 476 | CONCRETE SLAB, 4" with 6 x 6 - 10 x 10 Mesh (include broom finish) |  | SF | \$2.64 | 111 | \$293.04 | 033 | 14 | 477 | Concrete slab, 5" with 6x6 - 10x10 mesh (include broomfinish) |  | SF | \$3.03 | 280 | \$848.40 | 033 | 14 | 600 | Sawcut concrete required, remove 4" concrete, subgrade prep, fill as required, new 4" concrete. Includes removal from site haul up to 50 miles, dump fees, concrete delivery up to 100 miles. Removal is concrete paving, typical backhoe work. Includes formsand finish. |  | SF | \$5.89 | 170 | \$1,001.30 | * = Premium Price |  |  |  |  |  | Items Total |  | \$2,960.24 |
| <b>REPAIR &amp; ALTERATION</b>   |    |      |   |                  |   |                |                            |                    |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 011  | 19 | 020  | Investigation fee, visit site shall include investigation for handicapped access, review work or develop work order with postal representative, minor design, general project mobilization.   |                  | EA.   | \$351.60       | 1                          | \$351.60           |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 023  | 03 | 153  | BORROW, DELIVERED TO SITE, Spread, select fill, no compaction.  |                  | CY  | \$8.79         | 30                         | \$263.70           |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 026  | 32 | 040  | PAINTING lines on pavement, reflectorized white or yellow, 4" wide (including layout)   |                  | LF  | \$0.44         | 60                         | \$26.40            |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 026  | 32 | 101  | PRE-CAST CONCRETE WHEEL STOP, including dowels 6'.  |                  | EA  | \$43.95        | 1                          | \$43.95            |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 026  | 42 | 002  | SIGN, Provide and install handicap parking designationsign as shown on H.T.C.C, including galvanized steel post, concrete footing, Standard Detail, Sheet #2.   |                  | EA  | \$131.85       | 1                          | \$131.85           |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 033  | 14 | 476  | CONCRETE SLAB, 4" with 6 x 6 - 10 x 10 Mesh (include broom finish)  |                  | SF  | \$2.64         | 111                        | \$293.04           |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 033  | 14 | 477  | Concrete slab, 5" with 6x6 - 10x10 mesh (include broomfinish)   |                  | SF  | \$3.03         | 280                        | \$848.40           |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| 033  | 14 | 600  | Sawcut concrete required, remove 4" concrete, subgrade prep, fill as required, new 4" concrete. Includes removal from site haul up to 50 miles, dump fees, concrete delivery up to 100 miles. Removal is concrete paving, typical backhoe work. Includes formsand finish. |                  | SF  | \$5.89         | 170                        | \$1,001.30         |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |
| * = Premium Price  |    |      |   |                  |   | Items Total    |                            | \$2,960.24         |                                |  |  |  |  |  |  |  |  |     |    |     |   |  |     |          |   |          |     |    |     |  |  |    |        |    |          |     |    |     |   |  |    |        |    |         |     |    |     |  |  |    |         |   |         |     |    |     |   |  |    |          |   |          |     |    |     |  |  |    |        |     |          |     |    |     |   |  |    |        |     |          |     |    |     |   |  |    |        |     |            |                   |  |  |  |  |  |             |  |            |

Exhibit 4.1.1-27

**Sample Indefinite-Quantity Construction  
Contract Work Order (Page 3 of 3)**

|  <b>Indefinite Quantity Contract/Construction</b>  |                   |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
|---|-------------------|--|-------------------|------------|--|----------|---|---------|---|----------|-----------------------------------|-----------------|------------------------|-------|-----------------------|-------|----------------------|-------|-----------------------|-------|--------------------------------|--|--------------------------|-------------------|
| Contract Number   | Manager           | Renewal Option                             | Work Order Number | Date       |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| 072976-96-B-0292  | EUGENE VOGL       | Base Year                                  | 50.00             | 03/20/1998 |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| Work Description  |                   | Facility Location                          |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| HANDICAP ACCESSIBILITY  |                   | POMPEYS PILLAR, MT - MAIN OFC TRAILER SITE |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <p><b>List of Negotiated Items:</b></p> <table> <tr> <td>DEMO EXISTING BOARDWALK<br/>102SF @ \$2</td> <td style="text-align: right;">\$204.00</td> </tr> <tr> <td>LOWER BATHROOM MIRROR TO 40" A.F.F. (MAX)</td> <td style="text-align: right;">\$50.00</td> </tr> <tr> <td>REMOVE EXISTING P-TRAP (UNDER BATHROOM SINK)<br/>AND REPLACE W/H.C. APPROVED P-TRAP - INSULATE</td> <td style="text-align: right;">\$150.00</td> </tr> <tr> <td><b>Total of Negotiated Items:</b></td> <td style="text-align: right;"><b>\$404.00</b></td> </tr> </table> <p><b>Travel Expenses:</b></p> <table> <tr> <td><b>Per Diem Amount</b></td> <td style="text-align: right;">\$.00</td> </tr> <tr> <td><b>Lodging Amount</b></td> <td style="text-align: right;">\$.00</td> </tr> <tr> <td><b>Other Expense</b></td> <td style="text-align: right;">\$.00</td> </tr> <tr> <td><b>Mileage Amount</b></td> <td style="text-align: right;">\$.00</td> </tr> <tr> <td><b>Travel Amount Subtotal:</b></td> <td></td> </tr> <tr> <td><b>Work Order Total:</b></td> <td style="text-align: right;"><b>\$3,364.24</b></td> </tr> </table> |                   |  |                   |            | DEMO EXISTING BOARDWALK<br>102SF @ \$2 | \$204.00 | LOWER BATHROOM MIRROR TO 40" A.F.F. (MAX) | \$50.00 | REMOVE EXISTING P-TRAP (UNDER BATHROOM SINK)<br>AND REPLACE W/H.C. APPROVED P-TRAP - INSULATE | \$150.00 | <b>Total of Negotiated Items:</b> | <b>\$404.00</b> | <b>Per Diem Amount</b> | \$.00 | <b>Lodging Amount</b> | \$.00 | <b>Other Expense</b> | \$.00 | <b>Mileage Amount</b> | \$.00 | <b>Travel Amount Subtotal:</b> |  | <b>Work Order Total:</b> | <b>\$3,364.24</b> |
| DEMO EXISTING BOARDWALK<br>102SF @ \$2  | \$204.00          |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| LOWER BATHROOM MIRROR TO 40" A.F.F. (MAX)   | \$50.00           |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| REMOVE EXISTING P-TRAP (UNDER BATHROOM SINK)<br>AND REPLACE W/H.C. APPROVED P-TRAP - INSULATE   | \$150.00          |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Total of Negotiated Items:</b>   | <b>\$404.00</b>   |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Per Diem Amount</b>  | \$.00             |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Lodging Amount</b>   | \$.00             |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Other Expense</b>  | \$.00             |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Mileage Amount</b>   | \$.00             |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Travel Amount Subtotal:</b>  |                   |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |
| <b>Work Order Total:</b>  | <b>\$3,364.24</b> |  |                   |            |  |          |   |         |   |          |                                   |                 |                        |       |                       |       |                      |       |                       |       |                                |  |                          |                   |

Exhibit 4.2.2.f-30

**Sample Checklist of Preproposal Conference Topics**

**Sample Preproposal Topics**

The following list outlines topics that may be covered and identifies the Postal Service representatives usually responsible for addressing them. Add other specific topics as needed.

- 1. Performance requirements, including technical objectives, reporting requirements, and schedules (representative of the requesting office).
- 2. Solicitation terms and conditions, including, if the contract will be negotiated, identification of terms and conditions not subject to negotiation and discussion of rationale that must accompany any proposed deviation from terms and conditions (contracting officer or contract specialist).
- 3. Proposal submission requirements (contracting officer or contract specialist).
- 4. Cost/pricing arrangements (contracting officer or contract specialist, or cost analyst as needed).
- 5. Proposal evaluation (requesting office representative).
- 6. Post-award administration--including performance monitoring, consent to placement of subcontracts, and submission of payment requests (contracting officer or contract specialist).
- 7. Other:

Postal Service Representative \_\_\_\_\_

Confirmed with representative on \_\_\_\_\_ (Date)

By \_\_\_\_\_

Exhibit 4.2.6-10

**Sample Intent to Award Letter**

**UNITED STATES POSTAL SERVICE**

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Contractor's Name  
Contractor's Address

Dear \_\_\_\_\_:

Subject: Notice of Intent to Award Contract No. \_\_\_\_\_

Enclosed is the formal contract document in duplicate, requiring your signature on the original and one copy. Please sign and affix your corporate seal on all copies. Also enclosed are two copies of the required Performance Bond and Payment Bond for execution by you and your bonding company. The above-referenced documents, together with the required Certificate of Insurance, (if not previously submitted) are to be returned to this office within ten calendar days from the date of receipt of this letter.

This letter does not constitute award or notice to proceed. Any preliminary work, such as mobilization of work forces, material or equipment orders or contracts, planning, and subpurchasing, prior to your receipt of the notice to proceed is done at your own risk and is not the responsibility of the U.S. Postal Service.

Upon receipt of the signed contract documents, and acceptance of the Bonds, we will fully execute the formal contract and forward a copy to you for your records. We will, at the same time, establish a time for holding the preconstruction conference and issuing the Notice to Proceed.

Should you have any questions regarding this project, please feel free to contact this office at

\_\_\_\_\_.

Sincerely,

\_\_\_\_\_

Contracting Officer

Enclosure



Exhibit 4.2.6-32

**Sample Receipt of Bonds/Award Letter (Page 1 of 2)**

**UNITED STATES POSTAL SERVICE**

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

Contractor's Name

Contractor's Address

Dear \_\_\_\_\_:

Subject:                      Contract No. \_\_\_\_\_

We have received the payment bond, performance bond, and signed contract documents pertaining to subject contract.

Your copy of the executed contract is enclosed.

Upon receipt of this letter, you must contact \_\_\_\_\_ at \_\_\_\_\_ in order to arrange for a preconstruction conference. Your Notice to Proceed (will be issued at this conference) or (will be issued by a separate letter).

It is essential that this preconstruction conference be attended by responsible representatives of your organization, your major subcontractors, and the superintendent to be responsible for the work.

In preparation for the conference, be prepared to discuss:

1. Your quality control plan for providing inspection, testing, compliance, and quality workmanship, as required by the contract documents;
2. Your progress schedule indicating the sequence proposed to accomplish each work feature, identifying important work features, and indicating key dates for specific work. This schedule will be used in determination of progress and timeliness of the construction effort; and
3. Shop drawings and a material submittal register that identifies items requiring submission, provides for adequate review time, and is coordinated with the progress schedule to ensure ample time for placing purchase orders.

The preconstruction conference will establish a line of communication between your office, the Architect-Engineer, and the United States Postal Service, to provide a simple and direct method for coordinating all phases of the work and to inform you of Postal Service procedures and requirements in an attempt to resolve most problems encountered as work progresses.



Exhibit 4.2.6-32

Sample Receipt of Bonds/Award Letter (Page 2 of 2)

I urge you to thoroughly familiarize yourself with the terms of the contract. I wish to call special attention to the fact that only the contracting officer can authorize changes to the basic contract when total price or time for completion is affected. All correspondence pertaining to the contract should be directed to the contracting officer in writing.

Sincerely,

---

Contracting Officer

Enclosures

cc: Architect-Engineer  
Project Manager  
Postmaster  
Administrative Services Office  
Corporate Surety

Exhibit 4.2.6-33

**Sample Combination Award and  
Notice to Proceed Letter (Page 1 of 2)**

**UNITED STATES POSTAL SERVICE**

CERTIFIED RETURN RECEIPT  
REQUESTED

Contractor's Name  
Contractor's Address

Dear \_\_\_\_\_:

Subject:                   Receipt of Bonds, Contract Award, and Notice to Proceed  
                                  Contract No. \_\_\_\_\_

Your performance and payment bonds and other contract documents have been received, and are acceptable to the U.S. Postal Service. Your copy of the executed contract is enclosed.

This letter is your authorization to proceed with the work in accordance with the terms and conditions of Contract No.\_\_\_\_\_. The contract requires completion within \_\_\_\_\_ calendar days after the date of receipt of this Notice to Proceed. Please set your work schedule accordingly to avoid any delay.

All work, reviews and contract administration will be under the direction of the project manager, [ name ], telephone [ number ]. Mr./Ms. [ name ] has been designated the contracting officer's representative (COR). The COR is authorized to issue change orders, provided such change orders do not involve a change in unit price, total contract price, quantity, quality, or time. Only the contracting officer can authorize such changes to the contract. All correspondence pertaining to the contract should be directed to the contracting officer in writing.

The project manager will be contacting you in order to arrange for a preconstruction conference. It is essential that this preconstruction conference be attended by responsible representatives of your organization, your major subcontractors, and the superintendent who will be responsible for the work. In preparation for the conference, be prepared to discuss:

1. Your quality control plan for providing inspection, testing, compliance, and quality workmanship, as required by the contract documents;
2. Your progress schedule indicating the sequence proposed to accomplish each work feature, identifying important work features, and indicating key dates for specific work. This schedule will be used in determination of progress and timeliness of the construction effort; and
3. Shop drawings and a material submittal register that identifies items requiring submission, provides for adequate review time, and is coordinated with the progress schedule to ensure ample time for placing purchase orders.

Exhibit 4.2.6-33

**Sample Combination Award and  
Notice to Proceed Letter (Page 2 of 2)**

The preconstruction conference will establish a line of communication between your office, the Architect-Engineer, and the U.S. Postal Service, to provide a simple and direct method for coordinating all phases of the work and to inform you of Postal Service procedures and requirements in an attempt to resolve most problems encountered as work progresses.

Enclosed are Forms 4211-B to be completed for progress payments. For each such pay request, complete, sign, and date Form 4211-B. Attach your voucher (Request for Payment) on your office letterhead form, signed and dated, and submit to \_\_\_\_\_.

This notification is sent to you in duplicate with the request that you acknowledge receipt of the USPS copy and return it promptly to this office, Attention: \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

Contracting Officer

Enclosures: Contract and Forms 4211-B

This shall acknowledge receipt of NOTICE TO PROCEED for  
Contract No. \_\_\_\_\_.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit 4.2.6-40a

**Sample Notice to Proceed Letter  
(For Delivery at Preconstruction Conference)**

**UNITED STATES POSTAL SERVICE**

Contractor's Name  
Contractor's Address

Dear \_\_\_\_\_:

Subject:                      Contract No. \_\_\_\_\_

This is your FORMAL NOTICE TO PROCEED with the work covered under the referenced contract.

In accordance with the terms and conditions contained in your contract, the work will begin within \_\_\_\_ calendar days after receipt of this notice, and will be completed within \_\_\_\_ calendar days after receipt, with completion date established as [ date ].

Sincerely,

\_\_\_\_\_  
Contracting Officer

Enclosures a/s

cc:     Project Manager  
        Architect-Engineer  
        Postmaster  
        Contractor

This shall acknowledge receipt of NOTICE TO PROCEED for Contract

No.: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



Exhibit 4.2.6-40b

**Sample Notice to Proceed Letter (Certified Mail)**

**UNITED STATES POSTAL SERVICE**

CERTIFIED RETURN RECEIPT  
REQUESTED

Contractor's Name  
Contractor's Address

Dear \_\_\_\_\_:

Subject:                    Notice to Proceed  
                                  Construction Contract No. \_\_\_\_\_

Your performance and payment bonds and other contract documents have been received and are acceptable to the U.S. Postal Service. This letter is your authorization to proceed with the work in accordance with the terms and conditions of Contract No. \_\_\_\_\_. The contract requires completion within \_\_\_\_\_ calendar days after date of receipt of the Notice to Proceed. Please set your work schedule accordingly to avoid any delay.

All work, reviews, and contract administration will be under the direction of the project manager, [ name ], telephone [ number ]. Mr./Ms. [ name ] has been designated the contracting officer's representative (COR). The COR is authorized to issue change orders, provided such change orders do not involve a change in unit price, total contract price, quantity, quality, or time.

Enclosed are Forms 4211-B to be completed for progress payments. For each such pay request, complete, sign, and date Form 4211-B. Attach your voucher (Request for Payment) on your office letterhead form, signed and dated, to the Form 4211-B\* and submit to \_\_\_\_\_.

This notification is sent to you in duplicate with the request that you acknowledge receipt of the USPS copy and return it promptly, Attention: \_\_\_\_\_.

Sincerely,

\_\_\_\_\_

Contracting Officer

\*Enclosures: Forms 4211-B (Optional - may issue at preconstruction conference)

Receipt acknowledged: \_\_\_\_\_ Date \_\_\_\_\_

cc:     A/E Firm (\_\_\_\_\_)

Exhibit 4.4.4.c-20a  
**Design-Build CBD Solicitation**  
**Notice for New Facility**

**UNITED STATES POSTAL SERVICE**

U.S. Department of Commerce  
Commerce Business Daily  
P.O. Box 5999  
Chicago, Illinois 60680-5999

1. P!!
2. 0708!!
3. 96!!
4. 1800!!
5. 19197-0320!!
6. Y/R!!
7. United States Postal Service, Facilities Service Center, address, ZIP+4!!
8. Y/R--Technical and price proposals are solicited from organizations interested in the design/build of a U.S. Postal Service owned mail processing facility!!
9. N/A!!
10. 111896!!
11. Contact Point. Name, telephone!!
12. N/A!!
13. N/A!!
14. N/A!!
15. N/A!!
16. N/A!!
17. The project consists of a mail processing facility approximately \* \_\_\_\_\_ \* gross square feet on a \* \_\_\_\_\_ \*-acre site. Extensive fixed mechanization is included. Construction cost is estimated to be between \* \_\_\_\_\_ \* and \* \_\_\_\_\_ \*. Participation by minority-owned and woman-owned firms is encouraged. Responses are desired from design/build firms who can meet the following qualifications: (1) Demonstrate prior experience in design/build projects similar to this proposed project, including list of customers, project description, dollar value, and year of completion; (2) Have in-house architectural and engineering capability or an agreement with a qualified architect-engineer firm to work under subcontract to the prime. Joint ventures will be acceptable; (3) If the prime intends to subcontract architect-engineer services, they must be able to demonstrate having successfully worked with the same A/E design team on previous projects of a similar size and nature. Prime and/or subcontractor will be required to submit SF 254 and SF 255; (4) Brief description of prime contractor and subcontractor(s) (if any) ownership, organizational structure, and financial resources; and (5) Statement of willingness and ability to furnish performance and payment bonds upon award of contract. Firms meeting the qualifications stated and desiring to perform the services outlined above may pick up a solicitation package on or about \* \_\_\_\_\_ \*. The solicitation package will give detailed instructions on the conditions of qualifications. Proposals will be evaluated by a committee appointed by the CO.

Exhibit 4.4.4.c-20b

**Design-Build CBD Solicitation Notice  
for Expansion of Existing Facility**

C/Y—ORLANDO, FLORIDA—AIR MAIL FACILITY—DESIGN/BUILD—EXPANSION SOL 475450-95-A-0476 DUE 080996 POC H.D. Sartain, Purchasing Specialist, 901/747-7618. The project consists of providing design/construction, construction administration to expand the existing Air Mail Facility of approximately 45,623 net square feet, with 18,000 square feet of covered aircan loading. Representative construction types are: pre-engineered metal building, steel framed building with pre-cast concrete tilt-up panel construction, or other type as proposed by offerors. Project is to include a covered loading area, lookout gallery, and universal wiring provisions. No fixed mechanization is required. Scope of work includes, but is not limited to, all trades typical to the complete construction of a project such as site work, off site work, landscape, foundation, concrete, steel, roofing, waterproofing, interior finishes, millwork, signage, doors and windows, glazing, hardware, plumbing, electrical, mechanical, as described in the solicitation. Offers will be evaluated technically as follows: (1) architect/engineer firms, (2) construction contractor, (3) design, (4) experience, and (5) staffing and resources. Participation by minority-owned and woman-owned firms is encouraged. Firms determined to be best technically qualified will continue into the price evaluation. A pre-proposal conference/walk through is scheduled for July 19, 1996 at 10 A.M. at the Air Mail Facility, 10401 Tradeport Drive, Orlando, FL. This is a negotiated purchase, therefore, offers will not be publicly opened. Issue date for the above project is June 26, 1996. Return date for the project is August 9, 1996. Performance time is 270 days. Estimated cost range for the entire project is between \$3,000,000 and \$4,000,000. The cost of the plans and specifications for the above project is \$100 per set. This charge is non-refundable. If you desire plans and specifications for this project, please send your request in writing, along with your fee remittance made payable to USPS Disbursing Officer, addressed as follows: United States Postal Service, Facilities Service Office - 4th Floor, Attn: H. D. Sartain, 225 North Humphreys Boulevard, Memphis, TN 38166-0300. Be sure to reference the subject solicitation number on your request. Plans will also be available for your inspection at the following locations: 1. Plant Manager, Orlando, FL 32862-9998, 2. Local Plan Rooms, and 3. F. W. Dodge, Inc. (0174).

Exhibit 4.4.4.c-50

**Guidelines for Drafting****Design-Build Solicitations (Page 1 of 2)****Guidelines for Drafting Design-Build Solicitations*****Volume I -- Design/Build Proposal******Technical and Management Proposal Contents***

The technical and management proposal must present a brief management plan specifically detailing how the project will be accomplished. Page limitations may be encouraged and should be exclusive of résumés, the completed "Qualification Statement" package, and required Forms 254/255 that must be included as attachments. The plan should contain information required by the contract solicitation, which should be tailored to consider the type of contract (fixed-price, cost-reimbursable with a competitive GMP, or cost-reimbursable with a negotiated GMP), whether the offerors have been prequalified and whether fixed mechanization is required in the contract. A checklist of representative information to be included in the plan is provided in the nine points below.

1. **Project Organization.** Identify the work that will be performed by offeror's own forces. Identify specific organizational elements that will be participating in the project. Indicate location of unit, reporting relationships, and functions to be performed by each unit. Identify the key executive who will have overall responsibility for the project and key management personnel to be assigned to the project. Résumés of these individuals must be attached to the plan. Identify all subcontractors who will be members of the offeror's project team. Once identified by the offeror, key subcontractors may be changed only with the written approval of the CO.
2. **Project Management.** Describe systems and procedures to be used to provide continuity and overall control of quality, costs, and schedule throughout the life of the project.
3. **Financial Capability.** Provide Balance Sheets and Income Statements in accordance with Provision OA-27, *Submission of Financial Statements*.
4. **Design/Build Experience.** Provide a listing of comparable design/build projects completed by the proposed project team during the last five years. For each project, furnish the following information:
  - a. Project name and location;
  - b. Client's name and reference (name and title, address, and telephone number);
  - c. Original and final contract amount; and
  - d. Originally scheduled and actual completion date.
5. **Design Phase.** Briefly discuss the overall design approach. Describe specific systems and procedures to be used for overall design coordination, cost control, value engineering, life cycle cost analysis, constructability reviews, coordination with field organizations, and client interface. Current Forms 254 and 255 for the design portion of the design/build entity must be attached to the plan.
6. **Construction Phase.** Provide an organization chart for on-site staff. Identify and provide résumés for each person, above the foreman level, who is to be assigned to the project, and include the duration of each assignment. Discuss briefly systems and procedures that will be used for quality management, safety, quality control/assurance procedures, cost control, and scheduling.

7. **Purchasing.** Describe the systems and procedures to be followed for the offeror's subcontracting and purchasing activities.

Exhibit 4.4.4.c-50

### **Guidelines for Drafting**

#### **Design/Build Solicitations (Page 2 of 2)**

8. **Schedule.** Provide a tentative schedule in the form of a computer generated logic diagram or similar graphic representation indicating how the project will be accomplished within the specific overall duration. Particular emphasis must be placed on the interface between design and construction activities, as well as phasing or fast tracking of construction. Indicate the durations required to complete various design and construction phases as well as the overall project. Durations shown in this schedule may be used as bases for establishing revised overall completion dates of any subsequent contracts.

9. **Mechanization.** When mechanization is part of the contract, additional information should be required as part of the technical and management plan in accordance with the following language: Briefly discuss overall mechanization design, fabrication, and/or installation approach. Describe specific systems and procedures to be used for overall design, fabrication, and installation coordination, cost control, value engineering, life cycle cost analysis, coordination with field organizations, and client interface. Current Forms 254 and 255 for the mechanization design portion of the design/build entity must be attached to the plan. Describe the Mechanization Training Plan in general, and list the minimum prerequisite experience and or skill levels for which the training will be designed and developed. If a mechanization subcontractor is to be used on this project, selection is limited to those on the Mechanization Prequalified List found as an Attachment to this solicitation, and the mechanization subcontractor must be identified in the offeror's Technical and Management Proposal. Once identified, the mechanization subcontractor may be changed only with the written approval of the CO.

#### ***Design/Build Technical and Management Proposal Evaluations***

Technical and management proposals may be evaluated on a 100-point evaluation scale. After evaluation of technical and management proposals, price proposals from the firms potentially offering the best value to the Postal Service will be opened and evaluated. Exhibit 4.4.4.c-70 illustrates a sample evaluation form to be used in performing the management evaluation. Descriptions of requirements and numerical values are listed in the evaluation form.

#### ***Scoring and Establishing Most Highly Qualified Firms***

After all information is presented to the evaluation team, each member will score his/her forms and rank all firms accordingly. The team will establish a list of names of firms offering the best management proposals and will forward the list to the purchase team.

### ***Volume II - Design/Build Price Proposal***

#### ***Price Proposal Contents***

Volume II must contain a completed and properly signed price proposal including any price breakdown in a format as described in the solicitation.

Formats for price proposals will be based on the type of contract being used, as follows:

- a. Fixed-price design/build contracts require a proposed fixed-price to cover all remaining design and all construction work.

- b. Cost reimbursable design/build contracts with a competitive GMP require a proposed GMP to cover all remaining design and all construction work.
- c. Cost-reimbursable design/build contracts with a negotiated GMP require proposed design and construction fees and confirmation that a GMP not exceeding the construction cost limit (CCL) can be negotiated upon completion of Phase I.

Exhibit 4.4.4.c-70

**Sample Technical Proposal Evaluation Format**

| <b>Evaluation Factors</b>  | <b>Maximum Points</b> | <b>Points</b> | <b>Remarks</b> |
|--|-----------------------|---------------|----------------|
| <b>Previous Design/Build Experience</b>  |                       |               |                |
| Number of projects of comparable size and complexity completed in last 5 years | 5                     |               |                |
| Number of projects with same design team                                       | 5                     |               |                |
| Client satisfaction  | 10                    |               |                |
| <b>Design/Build Team Management Plan</b>                                       |                       |               |                |
| Staff qualifications--strength of experience of individual team members        | 5                     |               |                |
| Work plan--approach to project, project controls, and so forth                 | 15                    |               |                |
| Schedule-design/construction overlap and coordination                          | 20                    |               |                |
| Available resources (personnel, equipment)                                     | 5                     |               |                |
| <b>Design*</b>   |                       |               |                |
| Unique/special requirement   | 5                     |               |                |
| Unique/special requirement   | 5                     |               |                |
| Exterior design solution   | 20                    |               |                |
|  |                       |               |                |
| <b>TOTAL</b>   | <b>100</b>            |               |                |

\* Factors will vary on a project-by-project basis.

Exhibit 4.4.4.c-91

**Payments Under Cost-Reimbursable  
GMP Design-Build Contracts**

**SAMPLE PAYMENT OF FEES UNDER COST-REIMBURSABLE GMP DESIGN-BUILD CONTRACTS**

Concept Design Services

For the design work accomplished under Phase I of a contract with a negotiated GMP, the following schedule is recommended:

| <u>Percent of Design Fee</u> | <u>Allocation Schedule</u> |
|------------------------------|----------------------------|
| 100 percent                  | At concept acceptance      |

Final Design Services

For the design work accomplished under a contract with a competitive GMP or under Phase II of a contract with a negotiated GMP, the following schedule is recommended:

| <u>Percent of Design Fee</u> | <u>Allocation Schedule</u>        |
|------------------------------|-----------------------------------|
| 40 percent                   | At intermediate design acceptance |
| 60 percent                   | At final design acceptance        |

A/E Services During Construction

For the A/E construction services provided under a contract with a competitive or negotiated GMP, the following schedule is recommended:

| <u>Percent of Fee</u> | <u>Allocation Schedule</u>       |
|-----------------------|----------------------------------|
| 80 percent            | Prorated throughout construction |
| 20 percent            | At project completion            |

Construction Contractor Services

For the construction contractor services provided under a contract with a competitive or negotiated GMP, the following schedule may be used:

| <u>Percent of Fee</u> | <u>Allocation Schedule</u>          |
|-----------------------|-------------------------------------|
| 85 percent            | Prorated throughout construction    |
| 15 percent            | At final completion of construction |

When necessary, liquidated damages may be withheld from the fee for construction contractor services.

Exhibit 4.4.4.c-101

**Payment of A/E Fees Under  
Fixed-Price Design-Build Contracts**

**SAMPLE PAYMENT OF A/E FEES UNDER FIXED-PRICE DESIGN-BUILD CONTRACTS**

Design Services

The following schedule is recommended for payment of design fees under a fixed-price design/build contract:

| <b><u>Service Provided for Fee</u></b> | <b><u>Allocation Schedule</u></b>            |
|--|--|
| Concept design                         | 30 percent at concept design acceptance      |
| Intermediate design                    | 40 percent at intermediate design acceptance |
| Final design                           | 30 percent at final design acceptance        |

A/E Construction Services

The following schedule is recommended for payment of A/E construction services provided under a fixed-price contract:

| <b><u>Percent of Fee</u></b> | <b><u>Allocation Schedule</u></b> |
|------------------------------|-----------------------------------|
| 80 percent                   | Prorated throughout construction  |
| 20 percent                   | At project completion             |