

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the Ohio Contract Management Remittance Report

The Contractor should make the check payable to: Treasurer, State of Ohio.

Use the following address for same day or overnight deliveries:

Huntington National Bank
ATTN: L-3686
7 Easton Oval
Columbus, OH 43219

All other deliveries may be sent to the following address:

Department of Administrative Services
L-3686
Columbus, OH 43260-3686

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may suspend, terminate or cancel this Contract.

Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

Annual State Spend	\$1,012,622
Annual Political Subdivision Spend	\$2,912,092
Total Spend	\$3,924,714.64

State of Ohio

Kelly Sanders, State CPO

Director Name

614-466-5108

Director Phone

Teri.Purr@das.ohio.gov

Director Email

Director has approved submitting the ITP? Yes No
(Click appropriate box)

State Specific T&Cs to be included in RFP? Yes No
(Click appropriate box)

Megan Wampler

State Point of Contact Name and Title

614-752-0032

Phone

megan.wampler@das.ohio.gov

Email

Please email completed "Intent to Participate" document by March 11, 2021 to:

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

tlarwick@naspovaluepoint.org



**NASPO ValuePoint
INTENT TO PARTICPATE
Cooperative Contract(s) for Small Package Delivery Services**

I. PURPOSE:

The purpose of this Agreement is to provide interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for the **Small Package Delivery Services SCOPE OF THE CONTRACT portfolio**

The State of **Utah** is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for **Small Package Delivery Services**

The resulting contracts will be permissive contracts.

Administrative Fee

There will be a 0.25% NASPO ValuePoint administrative fee associated with these contracts. It is anticipated that the individual states will be able to add an administrative fee when the state executes its Participating Addendum.

II. TERM OF THE CONTRACT

The initial term of the contract will be established for **five years** from the date of award with options to extend the contract.

III. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the NASPO ValuePoint Process Guide and the NASPO Memorandum of Agreement for the NASPO cooperative purchasing program, incorporated herein by reference.

Solicitation Publication Period

Bidders/Offerors will be given at least 40 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the State of **Utah** by a sourcing team comprised of members from several states.

Award(s):

The solicitation will permit multiple awards.

Additional Requested Information


State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

Annual State Spend	\$65,041.50
Annual Political Subdivision Spend	\$13,980.40
Total Spend	\$79,021.90

State of Delaware

Peter Korolyk
Deputy Director Name



302-857-4503
Director Phone

peter.korolyk@delaware.gov
Director Email

Director has approved submitting the ITP? Yes No
(Click appropriate box)

State Specific T&Cs to be included in RFP? Yes No
(Click appropriate box)

Takishia Kiah
State Point of Contact Name and Title

302-857-4551
Phone

Takishia.kiah@delaware.gov
Email

Please email completed "Intent to Participate" document by March 11, 2021 to:

Tara Larwick
Cooperative Contract Coordinator
NASPO ValuePoint
tlarwick@naspovaluepoint.org



**NASPO ValuePoint
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Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

Annual State Spend \$150,000.00

Annual Political Subdivision Spend N/A

Total Spend \$150,000.00

State of New Mexico

Mark Hayden

Director Name

(505) 469-7653

Director Phone

Mark.Hayden@state.nm.us

Director Email

Director has approved submitting the ITP? Yes No
(Click appropriate box)

State Specific T&Cs to be included in RFP? Yes No
(Click appropriate box)

Natalie Martinez, Bureau Chief

State Point of Contact Name and Title

(505) 690-5977

Phone

Natalie.Martinez1@state.nm.us

Email

Please email completed "Intent to Participate" document by March 11, 2021 to:

Tara Larwick
Cooperative Contract Coordinator
NASPO ValuePoint
tlarwick@naspovaluepoint.org

State of New Mexico additional Terms & Conditions

1. Taxes:

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Reserved

E. Performance Bond.

Reserved

2. Term:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE STATE PURCHASING AGENT. This Agreement shall begin on date approved by the State Purchasing Agent, if the State Purchasing Agent has signed this Agreement, and end on **DATE**. The agency reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

3. Termination:

A. Grounds. The Procuring Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Procuring Agency's uncured, material breach of this Agreement.

B. Notice; Procuring Agency Opportunity to Cure.

1. Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Procuring Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Procuring Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Procuring Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Procuring Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Procuring Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

4. Appropriations:

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

5. Status of Contractor:

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

6. Conflict of Interest; Governmental Conduct Act:

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- 1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;
- 2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;

3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Agreement;

4) this Agreement complies with NMSA 1978, § 10-16-9(A) because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Agreement to the contrary, the Procuring Agency may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

7.

Amendment:

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

8. Merger:

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

9. Penalties for violation of law:

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance:

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

11. Workers Compensation:

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Procuring Agency.

12. Applicable Law:

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

13. Records and Financial Audit:

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments.

14. Invalid Term or Condition:

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

15. Enforcement of Agreement:

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

16. Non-Collusion:

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

17. Notices:

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Mark Hayden, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM 87505

To the Contractor:

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

18. Succession:

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

19. Headings:

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

20. Default/Breach:

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may procure the goods or Services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

21. Equitable Remedies:

Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the Procuring Agency irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the Procuring Agency, and the Contractor consents to the Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

22. New Mexico Employees Health Coverage:

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information:
<http://bewellnm.com>.

23. Indemnification:

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Procuring Agency and the Risk Management Division of the New Mexico General Services Department by certified mail.

24. Default and Force Majeure:

The State reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the State, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the State due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

25. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Procuring Agency.

26. Subcontracting:

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Procuring Agency. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Procuring Agency.

27. Inspection of Plant:

The State Purchasing Agent or agency or entity that is a party to this Agreement may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Agreement.

28. Commercial Warranty:

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other Clause of this Agreement or order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

29. Condition of Proposed Items:

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

30. Release:

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

31. Confidentiality:

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Procuring Agency. Upon termination of this Agreement, Contractor shall deliver all Confidential Information in its possession to the Procuring Agency within thirty (30) Business Days of such termination. Contractor acknowledges that failure to deliver such Confidential Information to the Procuring Agency will result in direct, special and incidental damages.

32. Contractor Personnel:

A. **Key Personnel.** Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the Procuring Agency. Key personnel are those individuals considered by the Procuring Agency to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

[Insert Contractor Staff Name(s)]

B. **Personnel Changes.** Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Agency. For all personnel, the Procuring Agency reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) Business Days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to Procuring Agency approval. The Procuring Agency, in its sole discretion, may approve additional time beyond the ten (10) Business Days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the Project. The Contractor shall also make interim arrangements to assure that the Project progress is not affected by the loss of personnel. The Procuring Agency reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Agency, meeting the Procuring Agency's expectations.

33. Incorporation by Reference and Precedence:

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the SPA or Procuring Agency or entity; and (5) the Contractor's response to the request for proposals.

34. Inspection:

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

35. Inspection of Services:

If this Agreement is for the purchase of services, the following terms shall apply.

A. Services, as used in this Clause, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the State Purchasing Agent or other party to this Agreement covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the State Purchasing Agent or other party to this Agreement during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

C. The State Purchasing Agent or other party to this Agreement has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The State Purchasing Agent or other party to this Agreement shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

D. If the State Purchasing Agent or other party to this Agreement performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

E. If any part of the services do not conform with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the State Purchasing Agent or other party to this Agreement may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and

(2) reduce the Agreement price to reflect the reduced value of the services performed.

F. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the State Purchasing Agent or other party to this Agreement may:

(1) by Agreement or otherwise, perform the services and charge to the Contractor any cost incurred by the State Purchasing Agent or other party to this Agreement that is directly related to the performance of such service; or

(2) terminate the Agreement for default.

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS AGREEMENT OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

36. Insurance:

If the services contemplated under this Agreement will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured.

A. Workers Compensation (including accident and disease coverage) at the statutory limit.

Employers liability: \$100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Agreement). Limits shall not be less than the following:

a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.

- b. Property damage or combined single limit coverage: \$1,000,000.
- c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
- d. Umbrella: \$1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

37. Arbitration:

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

38. New Mexico Administration Reporting and Fees:

All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. **“Gross total sales”** means any invoiced amount less any applicable state and local taxes.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows:

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the “*State Purchasing Division.*” This contract number **##-00000-##-#####** must be included on all payments and Quarterly Sales Reports.

Remit Checks to: State Purchasing Division
 1100 St. Francis Drive, Room 2016
 PO Box 6850
 Santa Fe, NM 87505
 Attn: Compliance Officer

Sample Reports can be found at:
<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors>

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 469-2679 or (505) 795-4512



**NASPO ValuePoint
INTENT TO PARTICPATE
Cooperative Contract(s) for Small Package Delivery Services**

I. PURPOSE:

The purpose of this Agreement is to provide interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for the **Small Package Delivery Services SCOPE OF THE CONTRACT portfolio**

The State of **Utah** is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for **Small Package Delivery Services**

The resulting contracts will be permissive contracts.

Administrative Fee

There will be a 0.25% NASPO ValuePoint administrative fee associated with these contracts. It is anticipated that the individual states will be able to add an administrative fee when the state executes its Participating Addendum.

II. TERM OF THE CONTRACT

The initial term of the contract will be established for **five years** from the date of award with **no** options to extend the contract.

III. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the NASPO ValuePoint Process Guide and the NASPO Memorandum of Agreement for the NASPO cooperative purchasing program, incorporated herein by reference.

Solicitation Publication Period

Bidders/Offerors will be given at least 40 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the State of **Utah** by a sourcing team comprised of members from several states.

Award(s):

The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

Annual State Spend \$5,374,255.97

Annual Political Subdivision Spend Unavailable

Total Spend \$5,374,255.97

State of Virginia

Pete Stamps

Director Name

804-786-0079

Director Phone

pete.stamps@dgs.virginia.gov

Director Email

Director has approved submitting the ITP? Yes No
(Click appropriate box)

State Specific T&Cs to be included in RFP? Yes No
(Click appropriate box)

Monique Curley

State Point of Contact Name and Title

804-786-5412

Phone

monique.curley@dgs.virginia.gov

Email

Please email completed "Intent to Participate" document by March 11, 2021 to:

Tara Larwick
Cooperative Contract Coordinator
NASPO ValuePoint
tlarwick@naspovaluepoint.org

**REQUIRED GENERAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES**

These General Terms and Conditions are required for use in written solicitations issued by state agencies for procurements that are subject to this manual unless changed, deleted or revised by the legal advisor to your agency. You should edit the wording to fit the type of solicitation (IFB or RFP) by either deleting or lining out the inappropriate words in all parentheses. For service contracts clauses, Q, R, and S are normally not applicable and may be omitted. For goods contracts, omit clause T. For goods and services contracts, a written determination must be made in order to omit subparagraph 1.e of clause C (“ANTI-DISCRIMINATION”) see 3.13.c.

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A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “I Sell To Virginia”.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or

anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs**
(Insert wording below appropriate to the solicitation type as indicated):

1. **(For Invitation For Bids):** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
2. **(For Request For Proposals):** Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms

and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by

the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- S. **TRANSPORTATION AND PACKAGING:** By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

(NOT NORMALLY REQUIRED FOR SERVICE CONTRACTS)

- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of

increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	<i>Code of Virginia</i> § 8.01-581.15 https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

*** When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.**

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free

workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the

DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.



**NASPO ValuePoint
INTENT TO PARTICPATE
Cooperative Contract(s) for Small Package Delivery Services**

I. PURPOSE:

The purpose of this Agreement is to provide interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for the **Small Package Delivery Services SCOPE OF THE CONTRACT portfolio**

The State of **Utah** is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for **Small Package Delivery Services**

The resulting contracts will be permissive contracts.

Administrative Fee

There will be a 0.25% NASPO ValuePoint administrative fee associated with these contracts. It is anticipated that the individual states will be able to add an administrative fee when the state executes its Participating Addendum.

II. TERM OF THE CONTRACT

The initial term of the contract will be established for **five years** from the date of award with options to extend the contract.

III. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

The solicitation and contract development shall be accomplished in compliance with the NASPO ValuePoint Process Guide and the NASPO Memorandum of Agreement for the NASPO cooperative purchasing program, incorporated herein by reference.

Solicitation Publication Period

Bidders/Offerors will be given at least 40 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the State of **Utah** by a sourcing team comprised of members from several states.

Award(s):

The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

Annual State Spend \$275,000.00 (approximate)

Annual Political Subdivision Spend Not precisely known,

Total Spend \$275,000.00

State of Vermont

Deborah A. Damore

Director Name

802-828-5784

Director Phone

deborah.damore@vermont.gov

Director Email

Director has approved submitting the ITP? Yes No
(Click appropriate box)

State Specific T&Cs to be included in RFP? Yes No
(Click appropriate box)

Trevor R. Lewis, State Commodity Procurement Administrator

State Point of Contact Name and Title

802 828 2217

Phone

Trevor.R.Lewis@vermont.gov

Email

Please email completed "Intent to Participate" document by March 11, 2021 to:

Tara Larwick
Cooperative Contract Coordinator
NASPO ValuePoint
tlarwick@naspovaluepoint.org

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 15, 2017**

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits arising in whole or in part from any act or omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys’ fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed

herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations

Products and Completed Operations

Personal Injury Liability

Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 Each Occurrence

\$2,000,000 General Aggregate

\$1,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than \$500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than \$1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all records pertaining to performance under this agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or

acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times during the period of the Agreement and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

- A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

- A. is not under any obligation to pay child support; or
- B. is under such an obligation and is in good standing with respect to that obligation; or
- C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of \$250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and

Americans with Disabilities Act”); Section 16 (“Taxes Due the State”); Section 18 (“Child Support”); Section 20 (“No Gifts or Gratuities”); Section 22 (“Certification Regarding Debarment”); Section 30 (“State Facilities”); and Section 32.A (“Certification Regarding Use of State Funds”).

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing/debarment>

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) (“Force Majeure”). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party’s notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

- A. Requirement to Have a Single Audit:** The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required. For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.
- B. Internal Controls:** In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
- C. Mandatory Disclosures:** In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

- A. Certification Regarding Use of State Funds:** If Party is an employer and this Agreement is a State-funded grant in excess of \$1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.
- B. Good Standing Certification (Act 154 of 2016):** If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D
OTHER PROVISIONS

1. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

1.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees

1.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder,

Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

2. REMEDIES FOR DEFAULT: In the event either party is in default under this Contract, the nondefaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

3. SOV Cybersecurity Standard 19-01: All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

4. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of \$1,000,000.00 per claim, \$1,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than \$1,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.



**NASPO ValuePoint
INTENT TO PARTICPATE
Cooperative Contract(s) for Small Package Delivery Services**

I. PURPOSE:

The purpose of this Agreement is to provide interested NASPO states with the opportunity to participate in multi-state cooperative contract(s) for the **Small Package Delivery Services SCOPE OF THE CONTRACT portfolio**

The State of **Utah** is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for **Small Package Delivery Services**

The resulting contracts will be permissive contracts.

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There will be a 0.25% NASPO ValuePoint administrative fee associated with these contracts. It is anticipated that the individual states will be able to add an administrative fee when the state executes its Participating Addendum.

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The initial term of the contract will be established for **five years** from the date of award with **no** options to extend the contract.

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Award(s):

The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the participating state wishes to include any State specific terms and conditions with the release of this RFP, please attach those with this Intent to Participate.

Annual Estimated Volume: If your State has an existing contract for this commodity or service, please indicate your annual volume of spend (including any potential political subdivision usage if available).

Annual State Spend	6,000,000
Annual Political Subdivision Spend	11,000,000
Total Spend	\$17,000,000

State of Pennsylvania

Ms. Janice Pistor
Director Name

<u>717-787-5862</u>	<u>jpistor@pa.gov</u>
Director Phone	Director Email

Director has approved submitting the ITP? Yes No
(Click appropriate box)

State Specific T&Cs to be included in RFP? Yes No
(Click appropriate box)

James (Ben) Huffine
State Point of Contact Name and Title

<u>717-346-3847</u>	<u>jahuffine@pa.gov</u>
Phone	Email

Please email completed "Intent to Participate" document by March 11, 2021 to:

Tara Larwick
Cooperative Contract Coordinator
NASPO ValuePoint
tlarwick@naspovaluepoint.org

Business Request for GRAMA Business Confidentiality Claim

use by contractors or private providers to identify protected records or information

Note: Utah Code § 63G-2-305(1) states that trade secrets can be protected if the person submitting the trade secret provides the governmental entity with a confidentiality claim. Likewise, Utah Code § 63G-2-305(2) states that commercial financial information can be protected if disclosure could reasonably be expected to result in unfair competitive injury to the person submitting the information, and that person has provided a confidentiality claim. Confidentiality claims are described in Utah Code § 63G-2-309. A claim must include a concise statement of reasons supporting the claim and must be submitted with the information requested to be protected.

Claimant information:

Company name:

Address:

City:

State:

ZIP code:

Name of company representative:

Telephone number:

Email address:

Details about confidentiality claim:

This claim applies to records submitted to:

Date:

Reason for submission:

Confidentiality request applies to:

page paragraph reason

Following is a concise statement of reasons supporting this confidentiality claim:

Is a public (redacted) copy of the records also being provided? yes no **Note:** Making a confidentiality claim does not guarantee protected classification if government receives a records request.

Signed: _____

Date: _____

Utah Supplier Portal: Changing Your Time Zone

Update the time zone in your vendor profile
to reflect the time zone you are in.


VENDOR REGISTRATION

- Review your vendor profile
 - Go to the top right corner and click on your company name
 - Select "Return to SciQuest Supplier Network"



VENDOR REGISTRATION

- Your screen will look something like this:



VENDOR REGISTRATION: Time Zone

- Go to the top right corner and click on your company name
 - Select "View My Profile"
 - Click on "Language, Time Zone, and ..."
- Click on "Language, Time Zone, and ..."



VENDOR REGISTRATION: Time Zone

- Find the "Time Zone" and click in the drop down box
 - The System defaults all registrations to EASTERN TIME
 - Select the Time Zone you would like ALL sourcing event times to show in
 - The STATE OF UTAH is **MDT/MST MOUNTAIN STANDARD TIME**



- Click "Save Changes"

Additional Questions?

Contact:
sciquestadmin@Utah.gov



State of Utah/NASPO ValuePoint

Solicitation Number CH 21-36 — Technical Proposal

April 26, 2021



April 26, 2021

Ms. Cherilyn Hess
State Contract Analyst
State of Utah Division of Purchasing
4315 South 2700 West, Floor 3
Taylorsville, UT 84129-2128

Dear Ms. Hess:

As a long-term transportation provider for NASPO ValuePoint, FedEx understands your business and is eager to continue offering the best-in-class service you have come to trust and rely on over the past 15 years.

Recently, we have worked closely with NASPO ValuePoint states during the rapidly changing environmental and economic climate to deliver value. We reinforced our understanding of your need to manage budgets and seek cost-efficient logistics and transportation solutions that add appropriate value. Additionally, we are proud of the numerous examples of collaborating with NASPO ValuePoint participating entities over the past year to support critical pandemic-related logistics needs.

FedEx is dedicated to helping you achieve your goals and to continuing to provide exceptional value through:

- **Global reach, size, and scope** — The unmatched FedEx Express worldwide network can connect NASPO ValuePoint states with markets and suppliers in more than 220 countries and territories. FedEx Ground provides low-cost, small package shipping in the U.S. and Canada and provides delivery to every business address through the 50 states.
- **Dedicated government team** — Each NASPO ValuePoint participating state will have a dedicated FedEx Worldwide Account Manager serving as the single point of contact for FedEx. In addition, FedEx provides dedicated government customer service resources.
- **Technological capabilities to streamline processes** — In addition, each NASPO ValuePoint participating state has specific shipment processing requirements, depending on its shipping profile and current systems. From software solutions and web integration to internet shipping and integration with third party shipping systems, FedEx has technology solutions to meet the diverse needs of each state.

I appreciate the opportunity to respond to your request for proposal. I look forward to working with you, building upon our collaborative dialogue, and making sure that FedEx is meeting the needs of each participating state. The enclosed RFP helps demonstrate why NASPO ValuePoint should continue shipping with FedEx. As leaders in our respective industries, this relationship is a win-win.

Best Regards

Elaine Heath

Elaine Heath | FedEx Worldwide Account Manager | elaine.heath@fedex.com | 1.858.450.9869

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Executive Summary

The past 12 months have been filled with uncertainty, change, and unforeseen situations that have required immediate attention. COVID-19 dealt a devastating blow to the global economy, and FedEx has continuously adjusted our networks to maximize capacity and utilization to keep the world's supply chains moving.

Throughout this period of restrictions and shortages, we have delivered the usual shipments to your member states, along with personal protective equipment and products and vaccines. We have leased aircraft and trucks, hired thousands of personnel, and delivered seven days a week to make sure your shipments arrive at their destinations.

FedEx has been here for you for the last 15 years, and we are still here for you and committed to continuing to provide the transportation service and exceptional value you have come to expect from us. As you read our responses to your requirements, we believe you'll agree that now is not the time to risk changing carriers. Here are some highlights.



FedEx has the speed and reach you need.

FedEx has cost-competitive, value-driven shipping solutions to meet the needs of each participating state. Whatever you're shipping, you primarily send it with the convenience and care of affordable, fast FedEx Ground. You get industry-leading, cost-effective seven-day-a-week ground service with next-business-day delivery to destinations within 400 miles of shipment origin at no additional cost. And, our newly automated hubs mean faster, smoother processing. For your most urgent shipments, our iconic FedEx Express service provides time-definite service ranging from same-day to overnight and 2- to 3-day delivery. You can reach more than 220 countries in just hours or in 1, 2, or 3 business days.



We have the tools to help make every aspect of shipping a little easier.

FedEx has collaborated with the participating states to implement strategic electronic solutions that help streamline processes and reduce the time needed for shipping, tracking, handling invoicing and reporting, and more. For example:

FedEx Reporting Online can help you analyze patterns in your shipments so you can make more strategic business decisions. And, with customization, scheduling, and interactive views, you'll save time at every turn.

With **FedEx Tracking**, you can track shipments, receive proactive notifications of critical shipping events with recommended actions to speed delivery, and access an advanced level of visibility. All for free.

FedEx Billing Online lets you enjoy an easier way to manage and make one-time and recurring payments, manage your invoice-related tasks by eliminating excess paperwork and improving productivity.



With FedEx, it's personal.

Worldwide Account Manager Elaine Heath leads your specialized team of sales professionals, customer service representatives, IT experts, supply-chain consultants, marketing specialists, packaging engineers, and inbound shipment specialists.

This team understands government shipping needs and can continue to provide proactive solutions designed for today's constantly changing environment. Elaine also conducts regularly scheduled business review meetings with NASPO ValuePoint to stay on top of your requirements, review the service we are providing, and discuss new, more cost effective and efficient ways to do business.

Taking our personalized service a step further, each participating state has their own dedicated FedEx worldwide account manager who will provide the same services. Additionally, each state will have aligned local account contacts, including sales, operations, IT, and other professionals.

Dedicated customer service

NASPO ValuePoint has dedicated Government Customer Service that is available at govtsupport@fedex.com. These representatives understand our government contracts and can help with product and service questions as well as set up new accounts and answer billing and invoice questions.



FedEx is doing our part to preserve the environment.

FedEx is widely recognized as a leader not only in the worldwide transportation industry, but also in global sustainability. In fact, FedEx was rated first in the travel, transport, and logistics sector of Newsweek's America's Most Responsible Companies 2021.

The long-term health of our industry is linked to the health of the planet. To that end, in addition to our ongoing sustainability initiatives, FedEx has announced a goal to achieve carbon-neutral operations globally by 2040 through vehicle electrification, sustainable energy, and carbon sequestration. Also included are fuel conservation and aircraft modernization, more sustainable facilities and investment in alternative fuels to reduce aircraft and vehicle emissions.



What's new at FedEx

At FedEx, we are continuously to improving our networks and technology tools to make doing business with us easier, faster, and more cost effective. Here are some recent examples.

- **FedEx First Overnight®**, which now offers the FedEx SenseAwareSM ID series device, provides unprecedented tracking for speed and enhanced reliability. Enjoy even better service since we can see exactly where your urgent packages are at all times. You gain more reliability and no extra cost or hassle as we handle it all behind the scenes.
- **Future-focused hub modernization** at the FedEx Express hub in Indianapolis and a modernization of the FedEx Express Memphis World Hub for faster processing.
- The network-wide rollout of **Dynamic Route Optimization Technology** providing near real-time data to plan the best routes and respond to local market trends.
- **FedEx Surround**, the first solution resulting from the multi-year FedEx-Microsoft collaboration, allows any business to enhance visibility into its supply chain. You can get near real-time insights down to the ZIP code level to greatly enhance visibility of the movement of physical inventory.

Why FedEx

For a decade and a half, FedEx has collaborated with NASPO ValuePoint to customize and streamline virtually every aspect of your shipping operations. We have sought solutions that boost your cost savings and made deliveries faster and even more reliable.

We know your business and we are committed to continue working with you to provide the quality service you have come to expect from FedEx.



FedEx RFP Response for State of Utah/NASPO ValuePoint – Solicitation CH21-36

Document conventions

To facilitate review, FedEx has incorporated selected text from the State of Utah/NASPO ValuePoint Solicitation CH21-36 (“NASPO ValuePoint”) original RFP file into this response. **Text from NASPO ValuePoint is shown in blue.** The response from FedEx appears in black.

State of Utah General Provisions, Master Agreement Attachment A, and Terms and Scope of Work Attachment B are included and have been **red-lined** when appropriate by the FedEx Legal department. Within this Technical Proposal, we are responding to the following sections/attachments of the NASPO ValuePoint original RFP:



Part 1

Section 1

NASPO ValuePoint Solicitation – General Information

FedEx Part 1

Per your request, we have reviewed the text of the following Section 1: NASPO ValuePoint Solicitation – General Information, and have the following comments to note.

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. PURPOSE

The State of Utah, Division of Purchasing and General Services is requesting proposals for Small Package Delivery Services in collaboration with NASPO ValuePoint. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide Small Package Delivery Services for all Participating States and other eligible entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval by the applicable state's chief procurement official and compliance with local statutory and regulatory provisions. The contract(s) resulting from this RFP will be for FIVE (5) years.

Acknowledged.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion.

Acknowledged.

The methodology or formula that will be used to determine the number of contract awards is: Any offeror that receives a combined total score of 65% of all available points will be offered a contract. There are 1600 technical points available and 400 cost points for each region. Thus, any vendor that complies with the requirement of this RFP and achieves a minimum score of 1300 out of 2000 total points (technical + cost) will receive a contract for each region.

Acknowledged.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

Acknowledged.

This RFP will result in awards that will replace the expiring Master Agreement held by the State of Utah and NASPO ValuePoint.

Acknowledged.

While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a Proposal on more limited geographical areas, but not less than for a single State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if an Offeror elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will only be allowed to add states within a Region they have been awarded.

FedEx is making its offer to all NASPO participating entities.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

Acknowledged.

1.2. LEAD STATE, SOLICITATION NUMBER AND LEAD STATE CONTRACT ADMINISTRATOR

The State of Utah, Division of Purchasing and General Services is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #CH21-36. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

Acknowledged.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Utah, Division of Purchasing and General Services is:

Cherilyn Hess
State Contract Analyst
4315 South 2700 West, Floor 3
Taylorsville, UT 84129-21280
(801) 957-7133 | chess@utah.gov

Acknowledged.

1.3 SCHEDULE OF EVENTS

Sourcing Team Note: The NASPO ValuePoint Standard for RFP Publication is a minimum of 40 days

The Lead State will tailor the schedule of events to refer to significant events. Identify specific time zone for Lead State.

Make sure times are included for events where there are legal implications, e.g. receipt of proposals.

Solicitation Release: March 12, 2021
Pre-Proposal Conference: N/A
Question Deadline: April 12, 2021 at 2:00 PM MT
Closing Date and Time: April 21, 2021 at 2:00 PM MT
Anticipated Award Date: May 31, 2021

All times are Mountain Time unless indicated otherwise.

Acknowledged.

1.4. DEFINITIONS

The following definitions apply to this solicitation, as well as those definitions set forth in Section 2 of Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions.

Lead State means the State centrally administering any resulting Master Agreement(s).

Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

Request for Proposal or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Sourcing Team means the multistate group of subject matter experts, drafters, and evaluators that work with the Lead State to create, administer, and evaluate this RFP.

Acknowledged.

1.5. NASPO VALUEPOINT BACKGROUND INFORMATION

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and Political Subdivisions (i.e. colleges, school districts, counties, cities etc.) and other eligible entities (i.e. Non-Profit Organizations, etc.) for all States, the District of Columbia, and territories of the United States. For more information, consult the NASPO website (<http://www.naspo.org>) and the NASPO ValuePoint website (<http://www.naspoValuePoint.org>).

Acknowledged.

1.6. PARTICIPATING STATES

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alaska, Arizona, California, Colorado, Florida, Hawaii, Idaho, Louisiana, Maryland, Montana, Nevada, Ohio, Oregon, Rhode Island, South Dakota, Tennessee, Texas and Utah. Other entities may become Participating Entities after award of the Master Agreement. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachments E - V.

Acknowledged.

1.7. ANTICIPATED USAGE

Below contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.



Acknowledged.



Part 2

Section 2

Solicitation Requirements, Information, and Instructions to Offerors

FedEx Part 2

Per your request, we have reviewed the text of the following Section 2: Solicitation Requirements, Information and Instructions to Offerors, and have the following comments.

Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP QUESTION AND ANSWER PROCESS

All questions, including those about Terms and Conditions, must be submitted through U3P. Question must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be given via the U3P site as soon as possible. Please refer back to the RFP Administrative Information page for additional information on how to access U3P.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The Question and Answer period closes on date and time specified on U3P. All questions must be submitted through U3P during the Question and Answer period. Answers from the State will be posted on U3P. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on U3P. Offerors should periodically check U3P for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

Acknowledged.

2.2 RFP ADDENDA

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time. After the due date and time for submitting a proposal to this RFP, at the discretion of issuing procurement unit, addenda to this RFP may be limited to Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

Acknowledged.

2.3 RESERVED

2.4 PROPOSAL DUE DATE

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

If your time is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

When submitting a proposal or modification to a proposal electronically, Offerors must allow sufficient time to complete the online forms and upload documents. This RFP will close at the closing time posted on U3P. If an Offeror is in the middle of uploading a proposal when the closing time arrives, U3P will stop the process and the proposal or modification to a proposal will not be accepted.

It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

Be aware that entering information and uploading documents onto U3P may take time. Offerors should not wait until the last minute to submit a proposal. Offerors are strongly encouraged to start the submission process early in order to allow sufficient time for completing their proposal. If an offeror is still working on its proposal when the solicitation closes then when the screen refreshes to the next page, it will receive a 500 Session Timed Out Application Error. After reopening the solicitation an offeror will see that the solicitation is closed and it will not be allowed to submit its proposal. As such, it is strongly recommended that proposals be uploaded and completed at least two days before any established deadline in the solicitation so that a proposal will not be received late and be ineligible for award consideration.

Offeror acknowledges that after completing their response they must click on the link in the left hand menu bar labeled “Review & Submit”, then check the box under the “Certification” heading to certify their response. Then click the blue box labeled “Submit Response” in order to submit their response.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.

Acknowledged.

2.5 CANCELLATION OF PROCUREMENT

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

Acknowledged.

2.6 GOVERNING LAWS AND REGULATIONS

This procurement is conducted by the Lead State Division of Purchasing and General Services, in accordance with the State of Utah’s Procurement Code. These are available at <https://purchasing.utah.gov/>.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

Acknowledged.

2.7 FIRM OFFERS

The awarded Offeror will be required to submit firm rate sheets before contracts are finalized.

All prices and rates must be guaranteed for one year. Following the initial one year period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

The Offeror must request the increase from the Lead State. The Lead State will review each rate increase submission and the Lead State may, utilize the PPI and CPI to reject, approve, or negotiate rate increases.

Acknowledged.

2.8 RIGHT TO ACCEPT ALL OR PORTION OF PROPOSAL

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and NASPO ValuePoint members. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

Acknowledged.

2.9 PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

Acknowledged.

2.10 Proposal Submission Instructions

By submitting a proposal to this RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in this RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the Q&A period. The Offeror further acknowledges that it has read this RFP. More information regarding submittal requirements are provided within the RFP documents.

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

The cost proposal will be evaluated independently from the technical proposal, pursuant to Utah Code Annotated (UCA) § 63G-6a Part 7, and as such, **must** be submitted separate from the technical proposal. Separate, for the purposes of this solicitation, means that a separate document is submitted with the labeling instructions provided in this RFP document. Failure to submit cost or pricing data separately may result in your proposal being judged as non-responsive and ineligible for contract award. For electronic submissions, submitting the cost schedule as a separate document is considered separate.

Proposals must be received by the posted due date and time posted on U3P (“deadline”). Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted electronically through U3P. We will not accept proposals submitted through any other means. For ease in distributing proposals for evaluation we must have electronic copies received through U3P only.

Proposals must be submitted electronically via U3P (the Utah Public Procurement Place) here:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

Hard copy submissions will not be accepted.

From the U3P link type “CH21-36” into the search bar, and click the search icon. The “Small Package Delivery Services” posting will appear.

Acknowledged.

2.11 Required Format

All Proposals must be submitted in the following format. Detailed information on submitting each of these sections is contained in later sections of this RFP.

1. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.

The executive summary can be found at the beginning of this RFP response. Disclaimers and further explanations are provided throughout the body of this RFP response in a point-by-point format as requested.

2. **Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

We are providing a complete narrative.

- B. A specific point-by-point response, in the order listed, to each requirement in the Section 3.3, Technical Criteria.

We are providing a point-by-point response.

3. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Lead State to the specific area of this protected Information section.

Acknowledged.

4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs in Attachment C, Cost Proposal.

Pursuant to Utah Code Annotated (UCA) § 63G-6a-707(7), the cost proposal will be evaluated independently from the technical proposal; and as such, **must** be submitted separately from the technical proposal. Offerors must not include costs or pricing data in their responses to the Mandatory Minimum Requirements and the Technical Response.

Offeror must upload a completed Attachment C, Cost Proposal, in the Question Section of U3P. If an offeror fails to upload a completed cost proposal form, then its proposal will be considered non-responsive and the proposal will be rejected.

Failure to submit cost or pricing data separately will result in your proposal being judged as non-responsive and ineligible for contract award.

Acknowledged.

2.12 OWNERSHIP OR DISPOSITION OF PROPOSALS AND OTHER MATERIALS SUBMITTED

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the request for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the request for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the request for proposals by the procurement unit.

Acknowledged.

2.13 CONFIDENTIAL OR PROPRIETARY INFORMATION

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. Form located in the Buyers Attachment Section of U3P.

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form, at the time the proposal is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic "redacted" (excluding protected information) copy of the proposal. Copy must clearly be marked "Redacted Version."

The Claim of Business Confidentiality form may be accessed at:
<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as "**PROTECTED**", "**CONFIDENTIAL**" or "**PROPRIETARY**".

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

All information and materials submitted by FedEx in response to NASPO ValuePoint's Solicitation are the confidential and proprietary information of FedEx, and FedEx shall retain ownership of any such information or materials. At the request of FedEx, such materials or information shall either be returned to FedEx or immediately destroyed by NASPO ValuePoint.

2.14 OFFEROR EXCEPTIONS TO TERMS AND CONDITIONS

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Exceptions and/or additions to Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions are strongly discouraged. However, any requested exceptions and/or additions to terms and conditions must be submitted as an answer to the corresponding question in the Question Section of this solicitation. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Question and Answer period regarding the Standard Terms and Conditions.

We are providing FedEx Legal comments regarding the following:

- Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
- Attachment B: Scope of Work CH21-36: NASPO Small Package Delivery Services

The Lead State (and its sourcing team) may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest NASPO and participating states.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

For any proposed change(s), Offeror must provide the NASPO's Attachment A: Terms and Conditions for this solicitation in Microsoft Word format with redline edits. Additional terms or documents must be submitted in separate Microsoft Word documents. Offeror

must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Your contact is FedEx Worldwide Account Manager Elaine Heath. She can be reached at elaine.heath@fedex.com or 1.858.450.9869.

Any mandatory required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The Lead State may reject a proposal if the offeror who submitted the proposal fails to sign a contract within 90 days after the contract award.

We are providing FedEx Legal comments regarding the following:

- Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions
- Attachment B: Scope of Work CH21-36: NASPO Small Package Delivery Services

2.15 CERTIFICATION OF NON-DEBARMENT

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

FedEx certifies that neither it nor its principals are presently debarred.

2.16 INTERVIEWS AND PRESENTATIONS

If it is determined to be in the best interest of the Conducting Procurement Unit, interviews and presentations may be held at the option of the State.

The State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the minimum requirements and minimum technical score threshold specified in the RFP. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

Acknowledged.



Part 3

Section 3 Evaluation and Award

FedEx Part 3

Per your request, we have reviewed the text of the following Section 3: Evaluation and Award and have the following comments.

Section 3: Evaluation and Award

3.1 RESERVED

3.2 Mandatory Minimum Requirements

The following mandatory minimum requirements must be met in order for a proposal to be considered responsive:

1. Offeror confirms in the Question Section of U3P that they have firm fixed rates. The Offeror must request any increase to the Lead State. The Lead State will review each rate increase submission and the Lead State may, utilize the PPI and CPI to reject, approve, or negotiate rate increases. The awarded Offeror will be required to submit firm rate sheets before contracts are finalized. All prices and rates must be guaranteed for one year. Following the initial one year period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

Acknowledged.

2. Offeror confirms in the Question Section of U3P that if a fuel surcharge will be applied, an express (air) and ground cap cannot exceed 7% for the full term of the Master Agreement. Offeror's must further certify that a fuel surcharge, if any, will be published on its website so that all Authorized Users can confirm the accuracy of invoices. Offeror must further certify that its website shall also provide historical fuel surcharge information. This section is only to be used to certify that the Offeror will not exceed the 7% cap for the full term of the Master

Agreement, that it will publish the fuel surcharge, if any, on its website, and will provide historical fuel surcharge information on its website.

Acknowledged. Current fuel surcharges as well as historical fuel surcharge information can be found on our website at the following link:

<https://www.fedex.com/us/services/fuelsurcharge.html>.

3. Offeror confirms in the Question Section of U3P the following regarding the exclusion of listed charges. A) The Offeror shall not propose or apply pick-up charges or weekly service in addition to the contracted rates due to aggregate NASPO ValuePoint volume anticipated. B) The Offeror shall not require a minimum number of packages per trip, per day, per week or per month.

Acknowledged.

4. Offeror must upload in the Question Section of U3P portal the Offeror's Carrier's Service Guide that would be in effect at the time of Master Agreement contract start date and be in effect for the first year of the Master Agreement with no changes in rates or charges during that time without the prior written approval of the NASPO ValuePoint Contract Administrator.

It is acknowledged by the contractor that no changes in rates or charges contained in the current FedEx Service Guide will be assessed during the first year of the Master Agreement's term. However, in the event the contractor implements a new or additional surcharge/accessorial charge/fee across its entire customer base during the first year or any year thereafter, such new surcharge/accessorial charge/fee shall be assessed at full value unless the parties mutually agree to a reduction or waiver of such charge.

The most current FedEx Service Guide can be downloaded at

https://www.fedex.com/content/dam/fedex/us-united-states/services/Service_Guide_2021.pdf.

In addition, we have uploaded the most current FedEx Service Guide to NASPO's U3P system.

5. Offeror must upload in the Question Section of U3P their proposal that responds to the Technical Criteria outlined in Section 3.3 Technical Criteria.

Acknowledged.

6. Offeror must upload in the Question Section of U3P their completed Attachment C: Cost Proposal.

Acknowledged.

If it is determined that a proposal does not meet these requirements, at any time during the solicitation process, the proposal will be deemed non-responsive and disqualified from further consideration.

Acknowledged.

3.3 Technical Criteria

To determine which proposal provides the best value, the evaluation committee will evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed below:

1. Qualification of Carriers – 270 Points Possible

- a. Offeror must attach a true, correct and complete copy of its operating permit (nationally or states offeror is submitting to) in their Proposal. The Authorized User and Carrier agree that each and every shipment tendered to Carrier under the Contract is a tender to the Carrier.

Please see FedEx Attachment A for copies of the most relevant operating permits.

- b. Offeror shall provide represent and warrant that it is authorized pursuant to permits issued to transport shipments, as described in this Master Agreement in interstate and foreign commerce from, to, or between all points and places in the United States and international points and to lawfully furnish to the Authorized User all related services provided for herein.

FedEx represents that it is duly authorized and licensed by the appropriate regulatory agencies to operate and provide services as set forth in the FedEx Service Guide.

- c. The Offeror shall certify that it agrees to immediately notify the Authorized User of any threatened or actual suspension or revocation of any such permit or operating authority during the course of any awarded price agreement.

FedEx agrees to this requirement.

- d. The Offeror shall represent and warrant that it has not, and during the term of this Master Agreement, will not request, pursuant to 49 U.S. C. Section 14501 (c) (B) (ii), to be subject to any law, regulation or provision that purports to create any right or obligation that is inconsistent with the provision of this Master Agreement.

FedEx agrees to this requirement.

- e. The Offeror must provide its calendar or fiscal year 2019 Operating Ratio (operating expenses divided by operating revenues multiplied by 100 give the percentage of the operating revenues which are required to pay the operating expenses, this being the operating ratio).

The 2019 Operating Ratio for FedEx Corporation was 93.5 percent.

- f. The Offeror must provide its Shipment Claims Ratio for calendar or fiscal year 2019. The ratio shall be the ratio of claims for shipment loss or damage to total shipments for both express small package air and expedited ground service shipments.

We are providing claims data for FedEx shipments for the entire NASPO ValuePoint account group for calendar year 2019. Claims data includes number of claims filed as a percentage of total package volume for FedEx Express and FedEx Ground shipments for the entire NASPO ValuePoint account group equals .021 percent or 1,385 claims filed out of 6,321,309 packages shipped.

- g. The Offeror shall provide the following information specific to the Offeror's company:

1. Company's full legal name;

FedEx Corporation

2. Primary business address;

942 South Shady Grove Road
Memphis, TN 38120

3. Description of company ownership structure;

FedEx Corporation is a publicly owned company. FedEx Corporation common stock is traded on the New York Stock Exchange (NYSE) under the ticker symbol "FDX."

4. Number of employees;

The FedEx workforce consists of more than 570,000 team members worldwide.

5. Website address; and

Our website address is fedex.com.

6. Sales contact information.

Your point of contact is FedEx Worldwide Account Manager Elaine Heath. Her contact information is as follows:

Elaine Heath
 FedEx Worldwide Government Sales
 900 7th Street, NW, Suite 550
 Washington, DC, 20001-3886
 elaine.heath@fedex.com | 1.858.450.9869

2. Ability to Meet the Scope of Work – 270 Points Possible

- a. Offeror to respond to the seven points listed in Attachment B: Scope and describe in detail their ability to meet or execute those points to this technical criteria.

Please see [Attachment B, Scope of Work](#), beginning on page 101.

3. Prior Experience – 195 Points Possible

- a. Offeror must submit a list of states where they have done business in the last twelve (12) months along with Account point of contact information for each state/area. This includes their name, phone number and email. The State reserves the right to reach out to any state and collect past performance information that can be used to evaluate past performance.

Below, please find a list of states with whom we have done business in the last twelve (12) months including point of contact phone number.

State	State contact name	Contact title	Phone number
Alaska	Mindy Birk	Contracting Officer	1.907.465.5681
Arkansas	Edward Armstrong	Director	1.501.324.9316
Arizona	Nyasha Daley	Procurement Manager Senior	1.602.542.9142
California	Maureen Seiferling	Contract Administrator	1.916.375.4393
Colorado	Nikki Pollack	Strategic Sourcing Specialist	1.303.866.5671
Delaware	Theresa Newman	State Procurement Officer	1.302.857.4584
Connecticut	Susanne Hawkins	Contract Specialist	1.860.713.5064
Florida	Jennifer Reed	Contract Administrator	1.850.487.9847
G W University	Donna Ginter	Director of Procurement	1.703.726.4276
Hawaii	Lori Cervates	Purchasing Specialist	1.808.586.0566
Idaho	Joseph Nelson	Purchasing Officer	1.208.332.1602
Indiana	Jacob Pardue	Contract Manager	1.317.232.3035
Iowa	Bobbi Pulley	Purchasing Manager	1.515.242.5005
Kansas	Bonnie Edwards	Purchasing Officer	1.785.296.3125
Kentucky	Daniel Salvato	Contract Administrator	1.502.564.6525
Louisiana	Felicia Sonnier	Asst Director - Purchasing	1.225.342.8029

State	State contact name	Contact title	Phone number
Maine	Terry DeMerchant	Procurement Manager	1.207.624.7334
Maryland	Rachel Hershey	Procurement Supervisor	1.410.260.7681
Minnesota	Kathryn Kemerley	Procurement Officer	1.651.201.3171
Mississippi	Ross Campbell	Contract Administrator	1.601.359.2004
Missouri	Megan Howser	Purchasing Manager	1.573.751.4579
Montana	Tia Snyder	Coop Purchasing Manager	1.406.444.3315
Nevada	Annette Morfin	Purchasing Officer	1.775.684.0185
New Hampshire	Loretta Razin	Purchasing Manager	1.603.271.2201
North Carolina	Margaret Serapin	Strategic Sourcing Specialist	1.919.807.4529
North Dakota	Chad Keech	Procurement Officer	1.701.328.2767
Oklahoma	Theresa Johnson	Contract Officer	1.405.521.2289
Oregon	Kaliska King	Procurement Contract Specialist	1.503.373.1626
Rhode Island	Nancy McIntyre	Purchasing Agent	1.401.574.8176
South Carolina	Jay Lopez	Purchasing Agent	1.803.737.4375
South Dakota	Steve Berg	Director of Procurement	1.605.773.3405
Tennessee	Laitin Beecham	Contract Administrator	1.615.741.1251
Utah	Cherilyn Hess	Contracts Analyst	1.801.538.3232
West Virginia	Misty Delong	Buyer	1.304.558.8802
Wisconsin	Bruce Derge	Contracts Manager	1.608.264.7658
Washington	Clayton Long	Contract Specialist	1.360.407.8508
Wyoming	Michael Jones	Purchasing Director	1.334.242.7250

- b. Offeror shall demonstrate an established, successful track record of past performance in duties and responsibilities related to domestic and if applicable international transportation services specified herein. This can be established by providing a copy of reports such as a Carrier annual report, report to Surface Transportation Board, or balance sheets and income and expense statements.

Since our beginning more than 45 years ago, FedEx has grown into a \$79 billion corporation with more than 570,000 team members worldwide. Because of our financial stability and strength, FedEx has been able to modernize our vehicle and aircraft fleet to continue providing reliable service — an activity that struggling carriers may not be able to afford.

An electronic version of the 2020 FedEx Annual Report has been uploaded to the U3P system. It also can be found at the following link:

https://s21.q4cdn.com/665674268/files/doc_financials/annual/2020/377973_1_9_FedEx_AR_W_R.pdf. Additional financial information can also be found on our website at the following link: <https://investors.fedex.com/financial-information/annual-reports/default.aspx>.

- c. Offeror shall provide documentation of on time and late delivery performance for express small package air and small parcel ground services for the past twelve (12) months.

The COVID-19 pandemic has disrupted supply chains around the world. This disruption was felt by FedEx as we took actions to keep our customers and team members safe. Specific impacts include adjusting to rapidly changing local conditions, adhering to governmental restrictions, and practicing social distancing within FedEx facilities and at customer sites. When adding the explosive growth of e-commerce and the resulting unprecedented package volume, our personnel and assets were stretched to the limit. The net result of these safeguards resulted in a meaningful impact on our service levels in 2020.

From January 2020 through December 2020, on-time delivery performance for NASPO ValuePoint participants was as follows:

FedEx Express

92.4 percent on-time
98.9 percent by commitment day

FedEx Ground

92.6 percent on-time

For comparison purposes, **service levels during the pre-COVID-19 months of January and February were above 98% for FedEx Express and above 97% for FedEx Ground.** We are confident the actions taken to adjust our network for the new environment will return services to our traditional norms.

4. Dispute Resolution – 195 Points Possible

a. Package Security

- i. Describe the procedures in place to ensure packages are secure and tracked during transport. Explain a situation where the package being shipped needs special handling due to the contents being shipped. How did the Offerors' policies, driver training, customer service all assist in that process? If there were challenges explain those too.

Security features are built into our business to provide a safe environment for your shipments and information, as well as for FedEx employees, facilities, and our vehicle and aircraft fleets.

Package security is critical for FedEx. Here's our process.

FedEx team members take great care in handling our customers' packages. Customer shipments enter our sorting system only at specific times, are scanned and then secured into the appropriate containers, trailers, or aircraft.

Packages typically are scanned an average of 12 times during our pickup, sort and delivery process by trained couriers, handlers and by automated overhead scanners, and scanning

systems. Scanning enables FedEx and NASPO ValuePoint to electronically observe the movement of packages from pickup to delivery for an added level of security.

Scan information is available 24 hours a day, 7 days a week with web-based FedEx Tracking, which helps you track and manage your shipments throughout the shipping process.

When packages and freight arrive at our destination delivery stations, they are quickly sorted and loaded into the appropriate vehicles for delivery. In cases where businesses are closed, the recipient is not available for delivery or on holidays, the shipments are returned to the station, scanned, and secured in a dedicated location. Customers are notified of the attempted delivery.

Example of special handling

Here is an example of packages being shipped that needed special handling.

During the rollout of the Pfizer COVID-19 vaccine, FedEx used our unprecedented global reach to get the job done. The Pfizer vaccine needed to be kept frozen during transport and storage. We used our white glove service FedEx Custom Critical to pick the packages up at the Pfizer distribution center and inserted the shipments directly into our hubs or airports bypassing the local station network. Each package contained our patented SenseAware ID device to monitor the exact location of the package in real time as well as a temperature monitor provided by Pfizer.

We used our Priority Alert service for each package, which designated the shipment as urgent and allowed for priority boarding and constant monitoring by a team in Memphis, TN. As packages landed at airports around the U.S., our drivers were alerted and handled each package with the utmost of care and focus for an on-time delivery.

- ii. Offeror shall demonstrate how sensitive packages are kept secure and are delivered properly and timely.

Package Security is critical for FedEx.

FedEx team members take great care in handling our customers' packages. Customer shipments enter our sorting system only at specific times, are scanned and then secured into the appropriate containers, trailers, or aircraft.

Packages typically are scanned an average of 12 times during our pickup, sort, and delivery process by trained couriers, handlers, and by automated overhead scanners, and scanning systems. Scanning enables FedEx and State of Utah/NASPO to electronically observe the movement of packages from pickup to delivery for an added level of security.

Scan information is available 24 hours a day, 7 days a week with web-based FedEx Tracking, which helps you track and manage your shipments throughout the shipping process.

When packages and freight arrive at our destination delivery stations, they are quickly sorted and loaded into the appropriate vehicles for delivery. In cases where businesses are closed, the recipient is not available for delivery or on holidays, the shipments are returned to the station, scanned, and secured in a dedicated location. Customers are notified of the attempted delivery.

b. Security Protocols

- i. Offeror shall provide all security protocols followed and how they shall conform to security protocols by State Agencies.

Package Security is critical for FedEx.

FedEx team members take great care in handling our customers' packages. Customer shipments enter our sorting system only at specific times, are scanned, and then secured into the appropriate containers, trailers or aircraft.

Packages typically are scanned an average of 12 times during our pickup, sort and delivery process by trained couriers, handlers, and by automated overhead scanners and scanning systems. Scanning enables FedEx and State of Utah/NASPO to electronically observe the movement of packages from pickup to delivery for an added level of security.

Scan information is available 24 hours a day, 7 days a week with web-based FedEx Tracking, which helps you track and manage your shipments throughout the shipping process.

When packages and freight arrive at our destination delivery stations, they are quickly sorted and loaded into the appropriate vehicles for delivery. In cases where businesses are closed, the recipient is not available for delivery or on holidays, the shipments are returned to the station, scanned, and secured in a dedicated location. Customers are notified of the attempted delivery.

Personnel screening is mandatory.

As another way to help increase the security of your shipments, we run background checks on all employees, and we conduct drug screening. Your pickup and delivery team members wear distinctive FedEx uniforms and display official FedEx ID badges.

Facility security provides layers of protection.

The following is an overview of general security guidelines for package sorting and handling operations throughout FedEx. Security protocols vary depending on facility type and local regulations; however, this information reflects baseline security standards.

Closed-Camera Video Surveillance (CCTV)

FedEx Customer Security Services (CSS) has deployed an extensive enterprise-level CCTV network for added protection. FedEx CSS benchmarks with other Fortune 500 security providers to continually monitor advancements in CCTV asset specifications. Our CCTV systems are specified to deliver 30–45 days of digitally recorded video at each equipped facility. Security professionals can view recorded or live video from the facility or remotely. Audit and

inventory management of our CCTV is performed by a support group for dedicated facilities within the CSS organization.

Facility access control

At FedEx, facility access is managed by an automated access control system that can immediately grant or restrict employee or vendor access to any facility. Employees and vendors gain access to facilities by using a FedEx-issued identification badge that also serves as a “keyless” entry device. A major benefit of keyless entry is that access can be managed independently of the physical control of the badge.

Individuals attempting to enter or exit a sorting facility must successfully clear established screening checkpoints. These checkpoints:

- Ensure that the employee/vendor has an active ID badge.
- Screen each employee/vendor for contraband through our x-ray and metal detecting devices.
- Ensure that all customer property remains in designated sorting areas.

Intrusion detection

As part of our overall protection program, we have installed intrusion detection systems at each of our World Service Centers. These systems are monitored by our proprietary, round-the-clock alarm monitoring operation known as the FedEx Global Security Communications Center (GSCC), which is certified by Underwriters Laboratories (UL). In the event of an alarm, the GSCC works with the appropriate agency, FedEx security professionals, and FedEx management for successful resolution.

Uniformed security

Each of our major sorting facilities is staffed with highly trained uniformed FedEx and contracted security professionals. Armed and/or unarmed uniformed security professionals make routine patrols in and around FedEx property to add another layer of protection and serve as a proactive deterrent.

Transportation vehicles and aircraft safety and security

FedEx motor vehicles and aircraft meet high standards for safety, appearance, efficiency, and environmental impact, and they are maintained regularly to ensure their continued performance and safety.

FedEx has written procedures for properly securing vehicles during operational and non-operational hours. CSS conducts security awareness training for our couriers and drivers and performs random and unannounced audits to ensure compliance with vehicle security policies. Violations are investigated, documented, and reported to management for follow-up and appropriate action.

FedEx couriers and drivers perform inspection checks on vehicles to ensure proper, secure, and safe use, and they are instructed to report any defects. Defective equipment is not allowed to be used until it has been properly repaired.

Use of FedEx pickup and delivery vehicles is limited to FedEx authorized personnel for daily operations. FedEx vehicles are not allowed for personal use and are returned to FedEx facilities at the end of each operational day or at the completion of a pre-defined route so that each vehicle may be accounted for.

All FedEx delivery vehicles and trailers are provided with locking mechanisms. Depending on the type of vehicle, these may include seals, padlocks, or automatic door locks to prevent unauthorized access to the cargo area of the vehicle. In addition, couriers and drivers have special hand carts to use at malls or high-rise buildings to keep freight secure in dense foot traffic.

Data security

At FedEx, we are equally committed to securing information about your shipments and protecting your privacy by using one of the most powerful and integrated information technology networks in the world. All FedEx employees help maintain a secure network and infrastructure by working to preserve the integrity, confidentiality, and availability of FedEx technological assets. Information Security Standards are updated in response to changes in security and privacy laws as well as changes in FedEx public privacy notices.

We follow applicable regulations and industry standards including, but not limited to the following:

- Visa and MasterCard Payment Card Industry (PCI) Data Security Standard
- Health Insurance Portability and Accountability Act (HIPAA) — Security and Privacy
- Sarbanes-Oxley (SOX) Section 404
- California SB 1386 (SB1386)
- EU Data Protection Directive (EU DPD)
- Canada Personal Information Protection and Electronic Documents Act (PIPEDA)
- Japan Personal Information Protection Act (PIPA)
- ISO/IEC 17799: 2005 — Information Technology — Security Techniques — Code of Practice for Information Security Management
- Control Objectives for Information and related Technology (COBIT)
- National Institute of Standards and Technology (NIST) Security Guidelines (800 Series) Special Publications 800-12: An Introduction to Computer Security: The NIST Handbook

Regulatory security/working with NASPO ValuePoint protocols

Dedicated security professionals maintain a relationship with regulatory agencies to ensure that our security measures meet and exceed all federally mandated requirements. In addition, an internal team within CSS conducts random, unannounced regulatory inspections of FedEx

locations to ensure that these standards are maintained and these professionals welcome meetings with our customers.

- ii. Describe the security protocols in place if a package or a driver runs in to a Security issue, i.e., the package is an issue or any other scenario.

FedEx has written procedures for properly securing vehicles during operational and non-operational hours.

- c. Offeror to describe how they handle issues and disputes.
 - i. Offeror shall provide a 24/7 customer service center and escalation contacts for States. Offeror shall detail how users would dispute and/or submit a complaint to customer service.

FedEx provides NASPO ValuePoint a dedicated government sales team along with general customer service and account management resources to help resolve issues and disputes.

Problem escalation process

Resource and purpose

Level One	1.800.GoFedEx (1.800.463.3339) for general inquiries and tracking
Level Two	govtsupport@fedex.com for account setup and billing
Level Three	FedEx Worldwide Account Managers for issue escalation

- ii. Offeror to describe how they handle issues and disputes with customers including billing issues.

FedEx provides NASPO ValuePoint a dedicated government sales team along with general customer service and account management resources to help resolve issues and disputes.

Problem escalation process

Resource and purpose

Level One	govtsupport@fedex.com for general inquiries and tracking
Level Two	1.800.645.9424 for account setup and billing
Level Three	FedEx Worldwide Account Managers for issue escalation

5. Handling State Emergencies – 195 Points Possible

- a. Describe how the Offeror's company has responded to any state that had a specific emergency or if an emergency has affected the nation. Include an example that includes but not limited to when the Offeror's company needed to adjust operations to accommodate a need, how communications with the customer worked, some challenges that were worked through and how well the outcome was for the Offeror and the end user.

Handling emergencies

As a leading global logistics company, we routinely encounter challenging situations, ranging from natural disasters to social unrest. Preparing for these events is critical to sustaining our global operations and minimizing the potential impact on customers.

FedEx and its subsidiaries do not provide copies of our crisis management, continuity of business, or disaster recovery plans.



Overview of the extent and structure of our planning

Although FedEx and its subsidiaries do not provide copies of our crisis management, continuity of business, or disaster recovery plans — which contain confidential, sensitive information that cannot be distributed outside our span of control — to customers, we have provided an overview of the extent and structure of our planning.

FedEx has an extensive model for redundancy and contingency planning that draws upon our worldwide resources of aircraft, locations, and data centers. The focal point for regular and irregular airline operations is the Global Operations Control (GOC) Center, along with a fully redundant backup control center. GOC is responsible for contingency planning across the FedEx network.

Continuity of business or disaster recovery plans

We proactively establish contingency plans that focus on restoring service to customers while ensuring team member safety. We have over 40 years of experience in proactively addressing situations such as severe weather events that can occur at any given time anywhere in the world. We are adept at implementing contingency plans at a moment's notice to respond on a global scale, quickly, and efficiently. These plans range from IT-specific disaster recovery plans to business unit contingency plans that are developed, tested, and maintained to ensure continuity of operations. This positions us to safely restore operations promptly following natural disasters, serve our customers quickly, and ensure security for their shipments.

Our operating companies have planning teams that apply sophisticated analytical models to assess scenarios that could potentially affect our operations and develop robust strategies to ensure network resilience. These tools incorporate a variety of factors, including but not limited to population, congestion, and demand changes. We also have an in-house, 15-member meteorology division that uses state-of-the-art weather monitoring tools to manage risks associated with global weather patterns.

To further support our internal processes, we participate in State Emergency Operations Centers programs, as well as the Federal Emergency Management Agency-Northern Command Public Private-Partnership program, which brings private-sector companies like FedEx together with national, state, and local emergency management organizations to work collaboratively before, during, and after disasters. Our active participation in these initiatives helps us gain the earliest possible safe re-entry into affected areas.

Responding to the COVID-19 pandemic

As an example of our contingency plans in action, when initially confronted with COVID-19 in China in early 2020, our Global Network Planning and Operations Control teams adjusted our network to maximize capacity and utilization, at times daily. For example, in March, when passenger-plane belly capacity was severely constrained, FedEx flew nearly 250 flights in and out of China in one week, in line with our flight schedule prior to the pandemic.

We also flew a total of 530 extra flights in the fourth quarter of fiscal year 2020, on top of our base schedule, undertaking one of the largest airlifts since the Berlin airlift of 1948. As a result, not only did shipping increase from that time, we worked with the government to ship COVID-19 test kits, and we now ship vaccines all over the world.

Strategic planning

Disaster recovery is governed by a committee that ensures that standard tools and methodologies are used to determine and document the impact of a disruption to the activities that support the corporation's key services.

Based on the business impact analysis, disaster recovery plans are developed for restoring FedEx applications, systems, and data in supporting the continuity of FedEx business functions in the event of major system disruptions or outages.

- b. Offeror shall agree to provide next day pick up/shipping on any pick ups or deliveries on packages deemed critically necessary to meet the needs and demands of declared State emergencies.

Acknowledged.

- c. Offeror shall agree to provide a dedicated point of contact to assist State emergency contact persons in determining the best shipping method and any additional shipping requirements needed for being shipped.

Worldwide Account Manager, Elaine Heath, serves as a dedicated point of contact to help emergency contact persons. Her contact information is as follows:

Elaine Heath
FedEx Worldwide Government Sales
900 7th Street, NW, Suite 550
Washington, DC, 20001-3886
elaine.heath@fedex.com | 1.858.450.9869

- d. Offeror shall work alongside State emergency contact persons to provide any needed reports for Federal Emergency Management Agency reporting requirements.

Acknowledged.

6. Data Security – 125 Points Possible

- a. Offeror shall describe in detail what measures are taken to protect sensitive customer information.

Data security

At FedEx, we are equally committed to securing information about your shipments and protecting your privacy by using one of the most powerful and integrated information technology networks in the world. All FedEx employees help maintain a secure network and infrastructure by working to preserve the integrity, confidentiality, and availability of FedEx technological assets. Information Security Standards are updated in response to changes in security and privacy laws as well as changes in FedEx public privacy notices.

We follow applicable regulations and industry standards including, but not limited to the following:

- Visa and MasterCard Payment Card Industry (PCI) Data Security Standard
- Health Insurance Portability and Accountability Act (HIPAA) — Security and Privacy
- Sarbanes-Oxley (SOX) Section 404
- California SB 1386 (SB1386)

- EU Data Protection Directive (EU DPD)
- Canada Personal Information Protection and Electronic Documents Act (PIPEDA)
- Japan Personal Information Protection Act (PIPA)
- ISO/IEC 17799: 2005 — Information Technology — Security Techniques — Code of Practice for Information Security Management
- Control Objectives for Information and related Technology (COBIT)
- National Institute of Standards and Technology (NIST) Security Guidelines (800 Series) Special Publications 800-12: An Introduction to Computer Security: The NIST Handbook

- b. Demonstrate the data security policies in place if data was breached. How is the customer notified and if the customer finds a breach, how do they notify the Offeror?

As previously noted, FedEx has FedEx Information Security standards and policies in place regardless if data is breached or not. One of the measures that we take internally in the event of suspicious activity, suspected cyberattack, suspected security incident, or possible breach of Personal Data, is that all FedEx employees must notify Information security immediately via an internal website and/or phone number.

Please refer to Attachment A NASPO ValuePoint Master Agreement Terms and Conditions for complete details regarding data security and notification in case of breach. In addition, customers can contact 1.800.gofedex or the FedEx Cybersecurity Command Center at C3@fedex.com.

- c. 'Click-through' or Terms of Use Agreement
If access to the Offerors' system or partnering system requires users to agree to Terms of Use or similar 'Click-Through' style agreements, copies of those agreements must be included in the RFP response.

Acknowledged.

7. Drop Boxes and Shipping Supplies – 100 Points Possible

- a. Offerors must agree to place package collection receptacles in convenient locations within Participating States and describe other centralized package collection procedures available. Collection receptacles must be of sufficient size to contain 8 ½" x 11" sheets of paper, without folding, up to the weight limit for various categories. The Offeror shall provide express pack boxes and express tubes to Participating States at no cost. The Offeror shall provide requested materials and supplies within 48 hours of request, except for pre-printed shipping forms. Pre-printed shipping forms are the Offeror's shipping forms pre-printed with an Authorized User's address and billing information. Note: Any pre-printed

Terms and Conditions on any Offeror forms, which are inconsistent with the Terms and Conditions of the Master Agreement and any Participating Addendum are rejected and do not modify, change or replace the Terms and Conditions of this Master Agreement or subsequent Participating Addenda.

- b. Offeror must agree to place receptacles in convenient locations within Participating States and describe other centralized collection procedures available. Containers must be of sufficient size to contain 8 ½" x 11" sheets of paper, without folding, up to the weight limit for various categories. The Carrier shall provide express pack boxes and express tubes to Participating States at no cost. Carrier shall provide requested materials and supplies within 48 hours of request, except for pre-printed shipping forms. Pre-printed shipping forms are Carrier's shipping forms pre-printed with users address and billing information. Note: Any pre-printed terms and conditions on any Carrier forms, which are inconsistent with the terms and conditions of the Master Agreement and any Participating Addendum are rejected and do not modify, change or replace the terms and conditions of this Master Agreement or subsequent Participating Addenda.

Offeror will endeavor to place package collection receptacles in convenient locations within Participating States where mutually beneficial and alternative drop off locations are not located within a reasonable vicinity and describe other centralized package collection procedures available.

- c. The Offeror shall, at no additional charge, provide Authorized Users with label printers, labels, etc. or the ability to print labels that are required to prepare articles for shipment. The Offeror shall describe its program for providing such printers, including its lease terms and conditions or the ability to print labels. Offeror shall provide online services ordering capability as well as online printing of shipment documentation and labels. Online ordering and printing services shall be available to Authorized Users via access through the Internet and be capable of being accessed utilizing standard Internet Web Browsers. Offeror shall describe its online ordering and shipment documentation printing services, including a description of the security and privacy protection features that will be applicable to online services. The system shall accommodate a reference field for internal tracking numbers for invoice payment. The reference field shall accommodate up to 20 characters. Explain the process for modification of the online system if the Authorized user needs a change to the online order system. Is the system customizable?

Current plan participants use fedex.com to print labels. We will continue to provide the ability for plan participants to print labels. Additional detail on all requested items is provided in the following paragraphs including information about customization.

FedEx convenience network

FedEx offers you thousands of shipping locations to drop off your FedEx shipments and pick up supplies. Convenient locations to ship, drop off, or have your FedEx packages held securely for pickup when it suits your schedule.

Discover all location types to find one that fits your needs

In addition to our FedEx-operated, in-store shipping locations such as FedEx Ship Centers and FedEx Office locations, we have added pickup and delivery service desks in grocery stores and specialty retailers. And, many have extended hours for even greater convenience.



In-store shipping services

- **FedEx Ship Center** – Domestic and international shipping, including approved dangerous goods. Drop off and hold FedEx Express and FedEx Ground packages securely. Get later cutoff times for FedEx Express shipments.
- **Staples[®], Home Hardware and Super C** – Locations offer FedEx Express and FedEx Ground domestic and international shipping. Drop off packages, process them at the counter, get packaging help or buy packing supplies.
- **FedEx Authorized Ship Center[®]** – Independently owned and operated stores for pack and ship services, including domestic and international shipping. FedEx Ground and FedEx Express packages held for pickup at select locations.

Pickup and drop off with FedEx OnSite

Pick up and drop off FedEx Express and FedEx Ground packages where you shop frequently. Available in select cities at participating retail and specialty stores, FedEx pickup and drop off are generally available during normal hours of operation for each retailer and vary by location. Check local.fedex.ca to find out if the service is available in your location.

Self-serve shipping services

- **FedEx Drop Boxes** – FedEx drop boxes are available nationwide where you can drop off domestic or international FedEx Express or FedEx Ground packages.



FedEx Express supplies

FedEx Express offers many packaging options for all your time-sensitive shipments. You can obtain packaging at FedEx Office locations, order it online at fedex.com/us/fcl/pckgenvlp/ordersupplies/index.html, or call 1.800.GoFedEx (1.800.463.3339) and say “order shipping supplies.” These packaging options are for FedEx Express shipments only.



Environmental information




- FedEx envelopes are made from an average of 93 percent recycled content.
- FedEx paks are made from an average of 10 percent recycled content.
- FedEx white boxes are made from an average of 44 percent recycled content.
- FedEx brown boxes are made from an average of 35 percent recycled content.

All FedEx packaging is recyclable, and 49 percent is made from recycled content. You can be sure you're getting packaging that's as environmentally responsible as it is durable. And that can help make every shipment worry-free.



FedEx Express Packaging	
Your shipping need	Our solution
<p>Packaging for letter-size and legal-size documents</p> 	<p>FedEx Envelope</p> <ul style="list-style-type: none"> • Inside dimensions: 9½" x 12½" • Weight when empty: 1.5 oz. • Weight limit: 8 oz. (shipments exceeding 8 ounces rated at next whole pound) <p>FedEx Legal Size Reusable Envelope</p> <ul style="list-style-type: none"> • Inside dimensions: 9 ½" x 15½" • Weight when empty: 2 oz. • Weight limit: 8 oz. (shipments exceeding 8 ounces rated at next whole pound) • Designed so it can be used twice
<p>Tear- and water-resistant packaging</p> 	<ul style="list-style-type: none"> • FedEx Small Pak • Inside dimensions: 10¼" x 12¾" • Weight when empty: 0.63 oz. <p>FedEx Large Pak</p> <ul style="list-style-type: none"> • Inside dimensions: 12" x 15½" • Weight when empty: 1 oz. <p>FedEx Padded Pak</p> <ul style="list-style-type: none"> • Inside dimensions: 11¾" x 14¾" • Weight when empty: 1 oz. <p>FedEx Reusable Sturdy Pak</p> <ul style="list-style-type: none"> • Inside dimensions: 10" x 14-1/2", expands up to 1-1/2" • Weight when empty: 2.9 oz. • Designed so it can be used twice
<p>Boxes – small and medium size</p>	<p>FedEx Small Box in two sizes</p> <ul style="list-style-type: none"> • Inside dimensions

FedEx Express Packaging

	<ul style="list-style-type: none"> • 10-7/8" x 1-1/2" x 12-3/8" • 8-3/4" x 2-11/16" x 11-5/16" • Weight when empty: 4.5 oz. • Contents should be 20 lbs. or less <p>FedEx Medium Box in two sizes</p> <ul style="list-style-type: none"> • Inside dimensions • 11-1/2" x 2-3/8" x 13-1/4" • 8-3/4" x 4-3/8" x 11-5/16" • Weight when empty: 6.5 oz. • Contents should be 20 lbs. or less
<p>Boxes – large and extra large size</p> 	<p>FedEx Large Box in two sizes</p> <ul style="list-style-type: none"> • Inside dimensions: 12-3/8" x 3" x 17-1/2" • Weight when empty: 14.5 oz. 8-3/4" x 7-3/4" x 11-5/16" • Weight when empty: 9.4 oz. • Contents should be 30 lbs. or less <p>FedEx Extra Large Box in two sizes</p> <ul style="list-style-type: none"> • Inside dimensions: 11-7/8" x 10-13/16" x 11-1/16" • Weight when empty: 20 oz. 15-3/4" x 14-3/16" x 6" • Weight when empty: 30 oz. • Contents should be 50 lbs. or less
<p>Packaging for plans, posters, fabric rolls, charts, or blueprints</p> 	<p>FedEx Tube</p> <ul style="list-style-type: none"> • Inside dimensions: 6" x 6" x 38" • For dimensional weight calculation: 5" x 6" x 38" • Weight when empty: 16 oz. • Contents should be 20 lbs. or less
<p>Boxes for cost-effective international shipping</p> 	<p>FedEx 10kg Box and FedEx 25kg Box</p> <p>For a flat rate, you can ship these double-walled boxes to more than 220 countries and territories via FedEx International Priority. They're available at FedEx Office locations and many other staffed FedEx shipping locations.</p> <p>FedEx 10kg Box</p> <ul style="list-style-type: none"> • Inside dimensions: 15-13/16" x 12-15/16" x 10-3/16" • Weight when empty: 31 oz. • Contents should be 22 lbs. (10 kg) or less

FedEx Express Packaging	
<p>Packaging for added protection</p> 	<p>FedEx 25kg Box</p> <ul style="list-style-type: none"> Inside dimensions: 21-9/16" x 16-9/16" x 13-3/16" Weight when empty: 57 oz. Contents should be 56 lbs. (25 kg) or less <hr/> <p>FedEx Box with Safe Insert</p> <ul style="list-style-type: none"> Reinforced aluminum box in two sizes to fit securely inside the FedEx Medium Box (M1) and the FedEx Large Box (L1) Equipped with a combination lock or key lock (only shipper and recipient have access) Provides added safety, security, and strength for high-value items Inside dimensions: Medium: 11-1/2" x 2-3/8" x 13-1/4"; Large: 12-3/8" x 3" x 17-1/2" Weight when empty: Medium: 4.2 lbs. (including FedEx Medium Box); Large: 5.3 lbs. (including FedEx Large Box) <p>Security Box Kit</p> <ul style="list-style-type: none"> Fiberboard insert fits snugly inside a FedEx Medium (M2) or Large box (L2) Provides extra protection from abrasions, indentations, punctures and tears This packaging is only available to FedEx Declared Value Advantage customers
<p>Packaging for temperature-sensitive shipments</p> 	<p>Cold Shipping Package provided through FedEx</p> <ul style="list-style-type: none"> No-hassle packaging that maintains a consistently cold temperature. Keeps sensitive healthcare shipments cold without the weight and expense of gel packs or dry ice.
<p>Packaging to ship noninfectious specimens</p> 	<p>FedEx Clinical Pak</p> <p>Use these plastic overwraps for noninfectious clinical samples after they are inserted into a sturdy inner container. Properly packaged clinical-sample shipments smaller than 7" x 4" x 2" must be shipped in an overwrap such as the FedEx Small Clinical Pak or the FedEx Large Clinical Pak.</p> <p>FedEx Small Clinical Pak</p> <ul style="list-style-type: none"> Inside dimensions: 9-1/2" x 13" Weight when empty: 0.8 oz. Contents should be compatible with the container

FedEx Express Packaging

	<p>and packed securely.</p> <ul style="list-style-type: none"> Download our brochure on packing and marking Clinical shipments. <p>FedEx Large Clinical Pak</p> <ul style="list-style-type: none"> Inside dimensions: 13-1/2" x 18" Weight when empty: 1.2 oz. Contents should be compatible with the container and packed securely. Download our brochure on packing and marking Clinical shipments.
<p>Packaging for Biological Substance, Category B (UN 3373) specimens</p> 	<p>FedEx UN 3373 Pak</p> <p>Use this plastic overwrap for Biological Substance, Category B (UN 3373) shipments. Shipments smaller than 7" x 4" x 2".</p> <ul style="list-style-type: none"> Inside dimensions: 13-1/2" x 18" Weight when empty: 1.2 oz. Contents should be compatible with the container and packed securely. Download our brochure on packing and marking UN 3373 shipments.
<p>Packaging to ship clinical specimens</p> 	<p>FedEx Medium Clinical Box and FedEx Large Clinical Box</p> <p>Biological Substance, Category B (UN 3373) are permitted for shipment in these boxes.</p> <p>FedEx Medium Clinical Box</p> <ul style="list-style-type: none"> Inside dimensions: 11-5/8" x 3-1/6" x 13-5/8" Weight when empty: 8 oz. Contents should be 20 lbs. or less <p>FedEx Large Clinical Box</p> <ul style="list-style-type: none"> Inside dimensions: 12-3/8" x 3" x 17-1/2" Weight when empty: 9 oz. Contents should be 20 lbs. or less

*Information is subject to change without notice.
 * These packaging options are for FedEx Express shipments only.*

Purchase FedEx Ground and special use packaging

You'll find a wide variety of shipping supplies available for purchase at FedEx Office and FedEx World Service Center locations, including boxes, envelopes, and tape. We also have solutions for specialty items such as art, golf clubs, luggage, and electronics, including our durable laptop box and small electronics box for cell phones and other small devices.

Order FedEx Express supplies

FedEx Express offers a range of packaging options for all your time-sensitive shipments. You can obtain packaging and supplies at FedEx Office locations, order it online at <http://www.fedex.com/us/fcl/pckgenvlp/ordersupplies/index.html>, or call 1.800.GoFedEx (1.800.463.3339) and say “order shipping supplies.” These packaging options are for FedEx Express shipments only.

FedEx Pre-printed Terms and Conditions

Please refer to Order of Precedence within Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions.

Tools on fedex.com

FedEx Ship Manager at fedex.com

Use the power of the internet to make shipping simple anytime, anywhere — even when you're away from the office. All you need is internet access, an inkjet or laser printer, and a FedEx account number to ship on fedex.com. The FedEx Administration feature allows central management of shipments processed by individuals from different locations.

Streamline the process with these benefits:

- **Tracking** – Check the status of shipments and orders anytime with just a click of the mouse.
- **Inkjet or laser-printed shipping labels** – Enjoy greater convenience and accuracy when you complete FedEx Express and FedEx Ground, shipping labels online and print them on your inkjet or laser printer. You can even process shipping labels for multiple-piece shipments (up to 25 pieces) or collect on delivery shipments.
- **Address book** – Save time by storing up to 2,500 names and addresses for frequent recipients so their information automatically populates as you create shipping labels.
- **Shipment profiles** – Prepare shipping labels for repeat shipments to the same address with just two clicks.
- **Courier pickup** – Arrange for a courier to pick up your shipments without picking up your phone. Courier pickup is available in the U.S., Canada, Puerto Rico, and select countries in Europe, Latin America, Asia, and the Middle East.
- **Shipment notifications** – Turn on automatic email notifications to keep you, your recipient, and two others informed that a FedEx shipment is on the way and/or has been delivered.
- **Shipping history** – No more storing receipts or manually maintaining records. Instantly see what you've shipped, and where, over the past 90 days.
- **Rates and transit times** – Receive an estimated rate and transit time for your selected service and other available services.

- **Cancel shipment** – Cancel your shipment online with this easy-to-use feature. Plus, if you've just noticed an error on your shipping label, you can simply select "Edit shipment" to correct the mistake without starting over.

FedEx Administration

FedEx Ship Manager at fedex.com users can select an administrator to manage shipping activity for users in different locations. The administrator determines who receives shipping privileges and at what level. Reports help customers plan and budget because administrators have visibility to shippers, destinations, services, and returns.

Internet and software solutions

FedEx Ship Manager Software

Turn your desktop into a high-powered shipping station with FedEx Ship Manager® Software. This easy-to-install software simplifies the process for shipping packages and freight.

Benefits for medium and large businesses include the following:

- Reduce data entry, errors, and duplication of effort.
- Increase efficiency and save time.
- Stay current with customer information — it's easy and free.

Features include the following:

- Monitor and manage shipment activity across one or multiple accounts.
- Set shipping defaults for yourself and others to control costs.
- Create shipment profiles to accelerate the shipping process.
- Create, add, and edit customized reports for shipments processed.
- Stay informed by selecting multiple email notifications.

FedEx Ship Manager Lite

This simplified online shipping tool can be used for basic shipments of a single envelope or package within the U.S. or internationally. It's a fast way to create a shipping label — with or without a FedEx account.

FedEx Mobile Web

This website, accessed on any mobile device, allows customers to manage shipments on the go. Users can get account-specific rates, create shipping labels, track shipments, manage deliveries, find FedEx locations, and more.

Integration options

FedEx Compatible

Small and medium customers can build FedEx shipping capabilities directly into their business' software and access shipping options and rates in this multi-carrier system. FedEx Compatible

software solutions provide access to shipping and other FedEx services you need to make operations run seamlessly and efficiently.

With FedEx Compatible, you can:

- Take advantage of the peace of mind associated with a successful, marketplace-tested solution.
- Forgo extensive employee training by shipping with the business software you use every day.
- Reduce costly keystroke errors.
- Access shipping options and rates for FedEx and other featured carriers without having to switch programs or re-enter information.

FedEx Ship Manager Server

FedEx Ship Manager Server, a free tool for high-volume shippers, lets you fully integrate FedEx services into your existing IT system and shipping process, so you can streamline your supply chain and shipping data with ease. You can run FedEx Ship Manager Server on a local client or integrate the application with your current shipping operations, bringing the power of FedEx services to your shipping station for local and worldwide deliveries.

FedEx Ship Manager integration tools

Available with FedEx Ship Manager software and hardware, these tools allow customers to integrate shipping data seamlessly between their business software (accounting, customer service, and order management systems) and FedEx Ship Manager Software.

FedEx Web Services

Integrate FedEx shipping functionality directly into your existing order entry, warehouse management, and other business software systems without hosting your own software. FedEx Web Services gives you the ability to have your own IT/developer resources create a custom user interface.

Benefits of FedEx Web Services include the following:

- Integrates common FedEx functionality into your business workflow, including the ability to locate the best rates, estimate transit times, and track the status of shipments
- Saves time by automating common processes such as rate and service selection, label generation, and data exchange between information sources
- Uses industry standards and is compatible with a comprehensive array of developer's tools. The result is faster time to market and an increased flexibility to integrate FedEx transactions and information into your applications. FedEx Web Services Developers Language is designed to be fully interoperable with any product or developer's tool that also conforms to the WS-I Basic Profile
- Provides access to the FedEx Developer Resource Center, which offers developers a secure environment to make use of the resources necessary for integration, from product planning guidance, documentation, and sample code to testing and production

Securing Information and Protecting Privacy

FedEx Global Privacy Policy

FedEx Corporation and its operating groups, subsidiaries and divisions (“FedEx”) recognize the importance of having effective privacy protections in place and are committed to compliance with applicable data privacy laws, regulations, internal policies and standards. These protections form the foundation of a trustworthy company, are necessary to maintain the confidence of customers and employees and ensure the company’s own compliance with such local laws. This Global Privacy Policy is based on globally accepted, basic principles on data protection.

This policy applies worldwide to all employees and companies of FedEx. Individual operating companies may not adopt policies inconsistent with this policy. Supplemental data protection requirements for individual operating companies, regions or countries may be created with the approval of the Global Chief Compliance and Governance Officer (GCCGO).

Each operating company of FedEx is responsible for compliance with this policy. If there is reason to believe that local laws or other legal obligations contradict the duties under this policy, the relevant operating company must inform the GCCGO. In the event of conflicts between applicable local laws, rules or regulations and the policy, FedEx will work to find a practical solution that reconciles these requirements.

To find out more about how FedEx protects the information about your shipments, you can view and download the policy on <http://www.fedex.com/en-us/trust-center/global-privacy-policy.html>.

Compliance with the global privacy policy

FedEx will comply with all applicable data privacy laws, regulations and rules in relation to the processing of personal data. FedEx may, at its sole discretion, process personal data for the performance of services, and for business purposes set forth in the FedEx Privacy Notice at fedex.com. FedEx does not sell any personal information to other businesses or third parties.

In relation to any personal data provided by you concerning yourself, your employees or agents, a recipient, or any third party in connection with a shipment or otherwise, you represent that you have complied with applicable data privacy laws, including obtaining the necessary legal basis for the provision of such data to FedEx and the processing by FedEx of this data as described in the FedEx Service Guide. You must also provide the relevant individual with all information in connection with the collection, transfer and processing of such data, including the information contained in the FedEx Privacy Notice at fedex.com. FedEx will not be liable for costs, claims, damages and expenses suffered or incurred by FedEx in connection with the shipper’s failure to comply with the Data Privacy section in the terms and conditions outlined in the FedEx Service Guide. You agree to indemnify FedEx in respect of all costs, claims, damages and expenses suffered or incurred by FedEx in connection with your failure to comply with this policy.

Simplify your invoice management with FedEx Billing Online (FBO).

FedEx Billing Online is a billing application on fedex.com that enables U.S. customers to access billing data 24 hours a day, 7 days a week. With this easy and secure tool, you can view, print, and save PDF versions of your invoices; dispute charges and request adjustments; and make payments electronically.

- It provides up-to-date viewing of all your open and closed FedEx Express and FedEx Ground invoices for the past 180 days.
- Password-protected and secure, it enables you to create custom invoice reports or data downloads in sync with your accounts payable system.
- You can quickly dispute invoices without ever picking up the phone, thanks to a handy “Dispute” button.
- Because it’s a paperless solution, you can save on paper costs, cut down on storage requirements and reduce your carbon footprint.

Maximize time and keep a close eye on the bottom line.

FedEx Billing Online allows you to build a payment cart by selecting entire invoices, individual charges on specific invoices, or both into one convenient payment.

- Schedule and make payments up to 15 days beyond the date you enter payment information.
- Pay by electronic funds transfer, paper check, debit or credit card.
- Create multiple payment profiles.
- View, print, or save PDF versions of your invoices, and receive automatic downloads of invoice data.
- View accounts at the invoice level, shipment-detail level or both.
- View and download a PDF of the customs documentation for your international shipments.
- View a signature proof-of-delivery image for a FedEx Express or FedEx Ground shipment.
- Create, manage, and run rules to automate certain accounting activities. For example, you can:
 - Assign a cost center to shipments to meet internal cost allocation requirements.
 - Automatically update reference fields.
- Receive automatic email notifications for several actions, including:
 - Automatic file downloads.
 - New invoices. (with or without an attached Summary Level PDF of the new invoice)
 - Past-due notices.
 - Dispute processing.

- Manage administrative functions efficiently, including:
 - Adding and managing multiple accounts.
 - Adding and managing multiple secondary users with different levels of privileges.
 - Sending email notifications to other users.
 - Using the Approve/Notify feature to communicate electronically within your team to approve and comment on any invoice and/or shipment.

Modifications to Online System

State of Utah/NASPO ValuePoint can integrate FedEx shipping functionality directly into your existing order entry, warehouse management, and other business software systems without hosting your own software. FedEx Web Services gives you the ability to have your own IT/developer resources create a custom user interface so that changes can be made.

8. Marketing Plan – 100 Points Possible

- a. Offerors shall provide a marketing plan explaining how an Offeror will market its relationship with NASPO ValuePoint, the Lead State, and Participating Entities in future marketing material and campaigns. The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard, the Offeror should address the following:
 - b. Briefly describe how the Offeror intends to promote the use of the Master Agreement.

FedEx has a three-tier approach to managing a large relationship such as NASPO ValuePoint. Each state is directly supported by our top level worldwide sales team. We have six dedicated worldwide account managers that are geographically dispersed across the U.S. that are in charge of working with state governments in all 50 states. Our team of worldwide account managers are dedicated to the state government space. We are well versed in the needs, challenges and opportunities our partners in the government space face daily. In addition to the worldwide sales organization, we have a field account executive sales organization comprised of several thousand team members that manage small geographic territories within a state. Lastly, we have an inside sales team of 16 individuals that are dedicated to the states to ensure we have complete coverage from the largest facilities to the smaller locations.

This gives FedEx unprecedented coverage for the 40 states already under the NASPO ValuePoint agreement with FedEx and the ability to convert additional states to the agreement. Each worldwide account manager and account executive have mandatory call requirements used to promote the small parcel agreement. For new states we have strict on-boarding requirements that include “call to actions,” where communication blasts and specific marketing material are sent to account representatives across the state to distribute to potential customers. Lastly, we work directly with the chief procurement officers in each state to make sure all updated contract information is accurate and available on the online marketplace.

- c. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO’s permission into your plan for promoting the agreement?

Our first objective is always to gain permission of the CPO. The CPOs must sign a mutually agreed-upon addendum prior to their state onboarding. In addition, the WWAM is responsible for developing a regular schedule for business reviews with the CPOs to discuss the small parcel agreement.

- d. Public entities are sensitive to “scope” issues, whether performance is within the intended scope of the solicitation as awarded. In the context of the Offeror’s method of promoting Master Agreements of this nature, how would the Offeror clarify any questions regarding the scope of the Master Agreement with respect to any potential order?

We are sensitive to scope issues. If there are any service requests for anything outside the scope of the agreement, the customer is informed that the service they are requesting is not part of the agreement and are referred to our purchasing contact at the individual states.

- e. How will the Offeror’s company manage due dates for administrative fee payments and usage reports?

FedEx has been a carrier for the NASPO ValuePoint small parcel agreement for 15 years with no issues. We have dedicated reporting staff for this contract and, therefore, will continue to meet the due dates for reporting and/or administrative fees.

- f. Offeror to describe report customizations they can provide.

Service Group	Global	GlobalName	CustNbr	CustName	Addr1	City
Express Domestic	101879713214	Govt US-State / (NASPO) Southeast	xxxxx7307	DEPT of ABC	ABC Street 1	ABC
Express Domestic	101879713215	Govt US-State / (NASPO) Midwest	xxxxx7308	DEPT of ABC	ABC Street 2	ABC
Express Domestic	101879713216	Govt US-State / (NASPO) Northwest	xxxxx7309	DEPT of ABC	ABC Street 3	ABC
Express Domestic	101879713217	Govt US-State / (NASPO) West	xxxxx7310	DEPT of ABC	ABC Street 4	ABC
Express Domestic	101879713218	Govt US-State / (NASPO) Southwest	xxxxx7311	DEPT of ABC	ABC Street 5	ABC
Express Domestic	101879713219	Govt US-State / (NASPO) Southeast	xxxxx7312	DEPT of ABC	ABC Street 6	ABC
Express Domestic	101879713220	Govt US-State / (NASPO) Northeast	xxxxx7313	DEPT of ABC	ABC Street 7	ABC
End Row						

Chart continued

St	ZIP	Service	ShipDt	Volume	RevAmt
AL	36849	Priority Overnight	10/1/2020	1	\$ 9.09
IN	47408	Priority Overnight	10/8/2020	1	\$ 9.09
WA	98504	Priority Overnight	10/10/2020	1	\$ 9.09
CA	95605	Priority Overnight	10/13/2020	1	\$ 9.09
TX	78701	Priority Overnight	10/15/2020	1	\$ 9.09
FL	33136	Priority Overnight	10/23/2020	1	\$ 9.09
CT	1606	Priority Overnight	10/27/2020	1	\$ 9.09
				7	\$ 63.63

The FedEx standard report sample represents all attributes that will be provided to our contractual customer. This information will be provided via email in the identified format or

uploaded via the customer's provided website. Should there be a need for additional reporting detail or process, FedEx will increase the rate schedule for all services by a percentage not to exceed 5% based on the specific reporting requirements agreed with the individual state.

- g. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. The Offeror should describe the opportunities and/or challenges you as an Offeror see in working with NASPO ValuePoint staff in this way.

FedEx values our relationship with NASPO ValuePoint, and as a member of the NASPO ValuePoint Advisory Committee, FedEx is committed to continuing to work with NASPO ValuePoint staff on a variety of outreach programs including attending the NASPO ValuePoint conference, participating in NASPO ValuePoint videos, and strategizing on how to increase participation in the small parcel agreement.

9. Green Transportation Plan – 75 Points Possible

- a. The Offeror shall outline its green transportation plan.

Moving forward sustainably and efficiently

At FedEx, we are proud of our ability to connect people and possibilities around the world, and to do so responsibly and resourcefully. Within our own operations, innovation is central to multiplying efficiencies, reducing our environmental impacts, and creating value for our business and our stakeholders.

Our “Reduce, Replace, Revolutionize” approach guides environmental efforts to drive the responsible and efficient use of resources, optimize our business, lower costs, and deliver value in four key areas: aircraft efficiency, vehicle efficiency, sustainable facilities, and sustainable manufacturing and recycling. Collectively, our sustainability efforts have contributed to an approximately 40% reduction in CO2 emissions intensity (on a revenue basis) at FedEx from 2009 to 2019.

Throughout our global enterprise, team members play key roles in implementing our sustainability strategy and achieving our goals. A variety of internal programs provides avenues for FedEx team members to help advance our continued progress at reducing fuel emissions, energy use, and waste in the workplace. Across the enterprise, our longstanding QDM approach drives continuous improvement, fostering quality and efficiency in



Reduce

Minimize or eliminate impacts from activities and operations.



Replace

Apply the right solutions in the right applications.



Revolutionize

Discover and utilize cutting-edge technologies and solutions.

View the FedEx global citizenship report

For additional information about the ways we are minimizing our impact on the environment, visit csr.fedex.com.

everything we do. We cooperate with government agencies and industry groups to support research and policy changes that accelerate sustainability in our sector, and work with our suppliers to pioneer solutions to environmental challenges.

Progress toward environmental goals

In FY19, we made continued progress toward our social and environmental goals, meeting our community investment goal ahead of schedule. Unless otherwise noted, the following data covers each of our operating companies and all geographies in our 2019 fiscal year, which ended May 31, 2019. Although the Global Citizenship Report is released in 2020, the annualized data reported is from fiscal year 2019.

FedEx Environmental Goals and Progress in FY19	
Goal	Progress
<p>Previous goal: Invest \$200 million in 200 communities around the world by 2020 (FedEx Cares goal was set in 2016).</p> <p>New goal: Directly impact 50 million people by our 50th anniversary in 2023.</p>	<p>Met and exceeded original financial contribution goal, with \$219 million invested in communities. Met and exceeded goal for number of communities benefited, with 378 in total.</p> <p>We are now on a revised goal.</p>
Reduce aircraft emissions intensity 30% from a 2005 baseline by 2020.	24% reduction since 2005 baseline. We have not yet achieved our 30% reduction goal due to retained aircraft that had been scheduled for retirement. We have announced we will be retiring aircraft in FY20.
Obtain 30% of our jet fuel from alternative fuels by 2030.	The first delivery of alternative jet fuel is anticipated in the second half of 2020.
Increase FedEx Express vehicle fuel efficiency 50% from a 2005 baseline by 2025.	Improved fuel efficiency by 1.3% during FY19, contributing to a 40.9% improvement from a 2005 baseline.
Seek Leadership in Energy & Environmental Design (LEED) certification on all new U.S. FedEx Express buildings.	On track, with three additional LEED-certified facilities in FY19.
Expand on-site energy generation and continue to procure renewable energy for facilities.	On track with more than 23 million kWh generated in FY19.

November 2020. Source: FedEx FY20 Global Citizenship Report

For additional information about the ways we are minimizing our impact on the environment, visit [FedEx Sustainability](#).

FedEx Global Citizenship Report

FedEx has recently published an updated FedEx Global Citizenship Report which has been uploaded to the U3P system. It can also be found at the following link:

https://sustainability.fedex.com/FedEx_2020_Global_Citizenship_Report.pdf.

- b. Offeror must describe what green transportation plans the Offeror has in place and any future plans.

In addition to the aggressive plans described in the response to 9(a), recently FedEx announced an ambitious goal to achieve carbon-neutral operations globally by 2040. To help reach this goal, FedEx is designating more than \$2 billion of initial investment in three key areas: vehicle electrification, sustainable energy, and carbon sequestration. This includes a pledge of \$100 million to Yale University to help establish the Yale Center for Natural Carbon Capture, accelerating research into methods of carbon sequestration at scale, with an initial focus on helping to offset greenhouse gas emissions equivalent to current airline emissions.

- c. Offeror shall describe in detail how it will meet the scope of work provided below:
- i. The scope of this RFP includes US domestic and international door-to-door express small package air services covering interstate, intrastate and international service. This RFP will cover both inbound and outbound shipments. Outbound shipments will move prepaid and inbound shipments will ship collect for each Participating State. Domestic expedited ground parcel shipments will also ship outbound prepaid and inbound collect by each participating state. Domestic shipment service includes the contiguous 48 states, Alaska, Hawaii, American Virgin Islands, and Puerto Rico, for both commercial and residential shipments.

FedEx Solutions to match your shipping and business needs

The continued success of your business depends on access — to new markets, to customers and to the latest information and technology. To be competitive, you need to be connected. Whether it's through our robust service portfolio, our comprehensive geographic coverage, our online tools and resources or our sustainability practices, continual innovation is an integral part of our business strategy. FedEx helps you become more innovative and more competitive with the services shown on the following page.



A Portfolio of Solutions

We have solutions to match your shipping and business needs.

By managing our services as a portfolio of operating companies, we can fine-tune our networks to deliver the best service and value possible. We make it easy for customers to seamlessly access all the services they need in one place and meet any global business challenge that comes their way.



Rapid, reliable, time-definite delivery to more than 220 countries and territories; the TNT Express acquisition combines TNT's strong European capabilities with the strength of the FedEx global network



A leading provider of ground small-package delivery services, providing cost-effective business and residential package shipping to the U.S. and Canada



Air and ocean freight forwarding solutions tailored to customers' needs; offering cross-border services, supply chain services, brokerage solutions, critical inventory and service parts logistics, and packaging lab services



Document and business services and convenient retail access to our transportation businesses



Leading U.S. provider of less-than-truckload (LTL) freight services across all lengths of haul, including priority and economy LTL freight shipping



Sales, marketing, IT, customer service, technical support, and billing services for U.S. customers

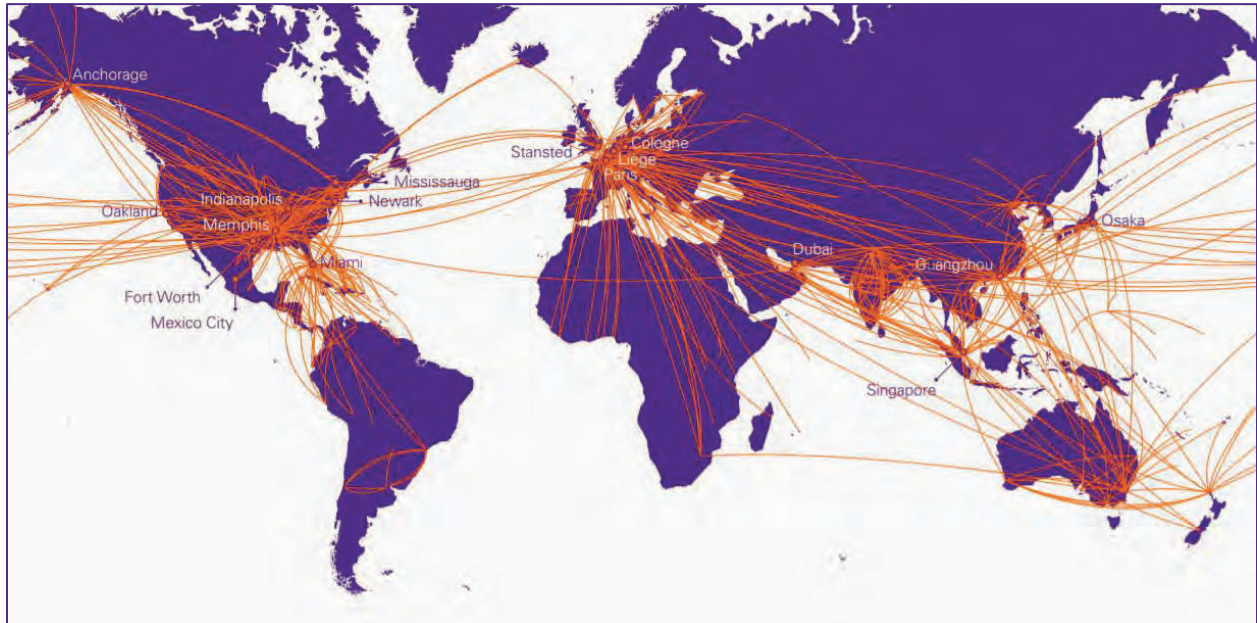
We simplify your global shipping and give you true global support you need. Serving more than 220 countries and territories, FedEx allows you to connect to the world.

Trust our experience and expertise to move your shipments globally.

Optimize productivity, maximize margins, and improve your global reach and competitiveness.

FedEx provides customers and businesses worldwide with a broad portfolio of transportation, e-commerce and business services. We offer integrated business applications through operating companies that compete collectively and are managed collaboratively under the trusted FedEx brand.

Conveniently connect to the world with our unparalleled worldwide cargo network.



April 2020. Information subject to change without notice.

International expansion

Over the years, acquisitions have given us more robust global transportation networks and added capabilities in important international markets. In 2016 we acquired TNT Express, which is the largest acquisition in FedEx history. This acquisition rapidly accelerated our European and global growth, substantially enhances our global footprint through TNT Express's lower-cost road networks in Europe, the Middle East and Asia, and expands our capabilities and solutions for our customers. The integration of FedEx Express and TNT Express is complex as it spans over 200 countries and territories and involves combining our pickup-and-delivery operations at a local level, our global and regional air and ground networks, and our extensive operations, customs clearance, sales, and back-office information technology systems.

In the fourth quarter of 2020, we completed substantial projects across our European hub and station locations that allow interoperability between the ground networks for both FedEx Express and TNT Express packages. The integration of European customs clearance and brokerage services was also completed during 2020. The next key integration milestones include completing the integration of the FedEx Express and TNT Express linehaul and pickup-and-delivery operations and beginning to offer an enhanced portfolio of international services

during 2021. While we expect to make significant progress on integration activities in 2021, particularly in Europe, integration work will continue after 2021. Due to delays caused by the COVID-19 pandemic, we now expect to complete the final phase of international air network interoperability in early calendar year 2022.

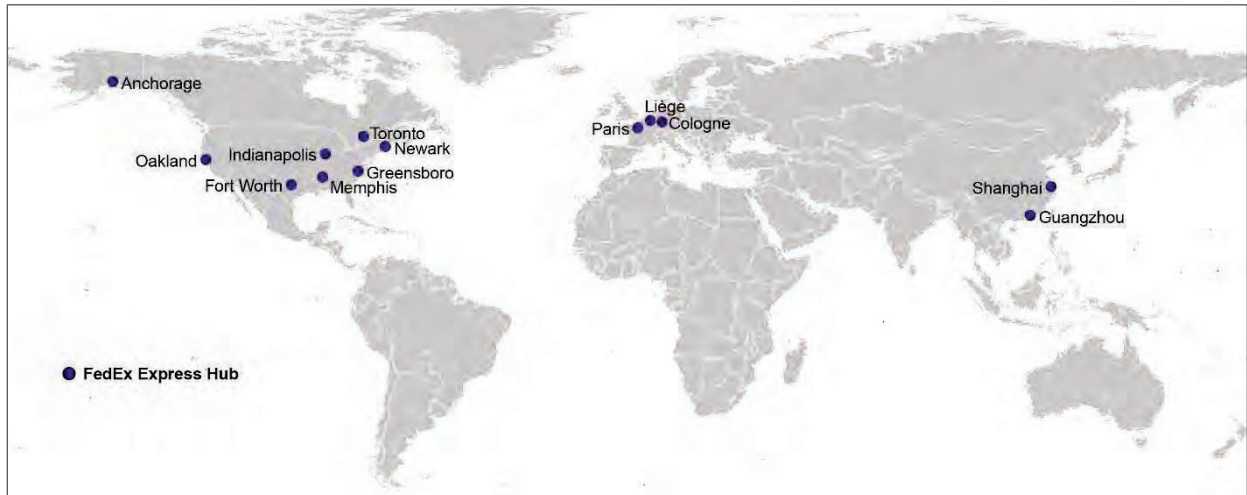
We also have expanded our capabilities in the Asia-Pacific markets, including through the establishment of: our Asia-Pacific hub at the Guangzhou Baiyun International Airport in southern China, which began operations in 2009; our North Pacific regional hub at the Kansai International Airport in Osaka, Japan, which opened in 2014 and serves as a consolidation point for shipments from northern Asia to the U.S.; and our International Express and Cargo Hub in Shanghai, which opened in 2018 at Shanghai's Pudong International Airport. During 2020, we added 14 new Asia-Pacific origin markets for FedEx International First service to the U.S. and Canada. These developments allow us to continue to better serve our global customers doing business in the Asia-Pacific markets.

To facilitate the use of our growing international network, we offer a full range of international trade consulting services and a variety of online tools that enable customers to more easily determine and comply with international shipping requirements.



FedEx Express hubs worldwide

Unmatched air route authorities and extensive transportation infrastructure, combined with leading-edge information technologies, make FedEx Express the world’s largest express transportation company. FedEx Express serves more than 220 countries and territories, with a variety of time-definite services to market distinct customer needs.



FedEx Express Hubs Worldwide

Anchorage, AK	Oakland, CA	Fort Worth, TX
Indianapolis, IN	Memphis, TN	Greensboro, NC
Toronto, ON	Newark, NJ	Liège, BE
Paris, FR	Cologne, DE	Guangzhou, CN
Shanghai, CN		

Information is current as of May 2020 and subject to change without notice.

FedEx Ground: Low-cost, day-definite delivery

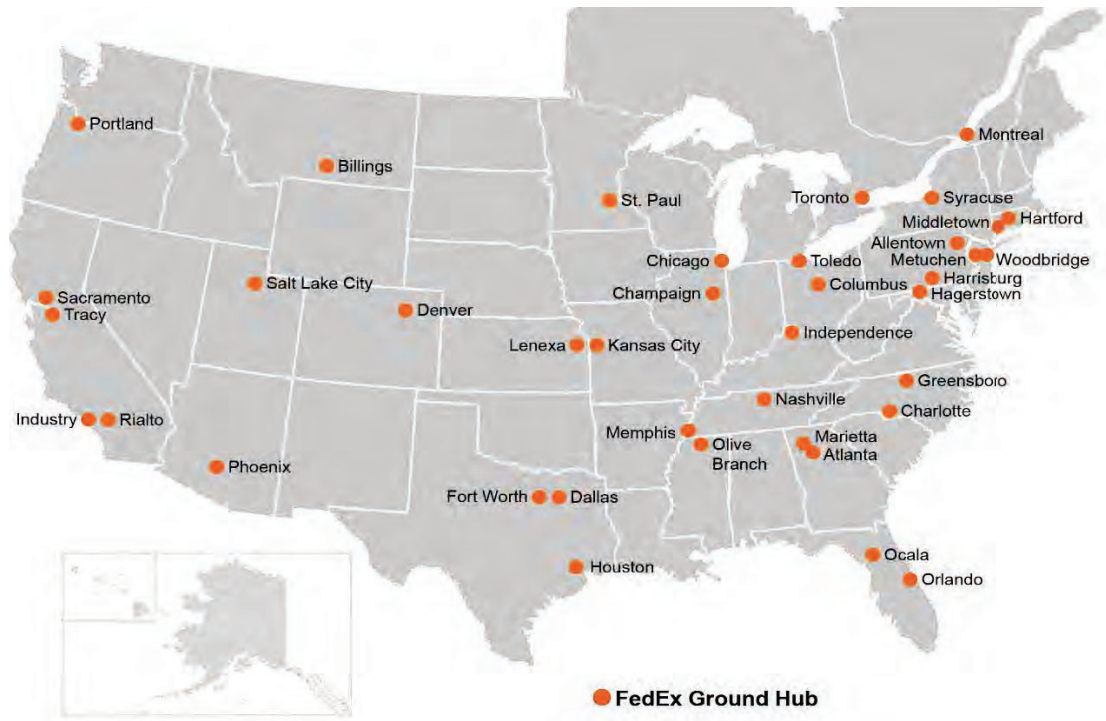
A leading provider of fast, cost-effective, and dependable ground delivery in the U.S. and Canada. FedEx Ground serves customers in the North American small-package market, focusing on business and residential delivery of packages weighing up to 150 pounds. We also serve residences in the U.S. via FedEx Home Delivery and FedEx Ground Economy (formerly FedEx SmartPost), with Saturday as a standard delivery day. Additionally, FedEx Home Delivery offers residential delivery service seven days a week.

Overnight delivery is available to most of the U.S. within 400 miles of the shipping origin. FedEx Ground service is provided to 100 percent of the continental U.S. population, and service is also provided to nearly 100 percent of the Canadian population.

FedEx Ground continues to improve the speed, reach and service capabilities of its network by reducing transit time for many of its lanes and introducing or expanding overnight ground service in many metropolitan areas.

FedEx Ground hubs in the U.S. and Canada

FedEx Ground operates a multiple hub-and-spoke sorting and distribution system consisting of 39 hubs in the U.S. and Canada.



October 2020. Information is subject to change without notice.

FedEx Ground Hubs			
U.S.			Canada
Phoenix, AZ	Chicago, Ill.	Columbus, OH	Toronto, ON
Industry, CA	Lenexa, KS	Toledo, OH	Montreal, QC
Rialto, CA	Independence, KY	Portland, OR	
Sacramento, Ca	Hagerstown, MD	Allentown, PA	
Tracy, CA	St. Paul, MN	Harrisburg, PA	
Denver, CO	Kansas City, MO	Memphis, TN	
Hartford, CT	Olive Branch, MS	Nashville, TN.	
Middletown, CT.	Billings, MT	Dallas, TX	

FedEx Ground Hubs			
Orlando, FL	Charlotte, NC	Ft. Worth, TX	
Ocala, FL	Greensboro, NC	Houston, TX	
Atlanta, GA	Woodbridge, NJ	Salt Lake City, UT	
Marietta, GA	Metuchen, NJ		
Champaign, IL	Syracuse, NY		

Information current as of October 2020 and subject to change without notice.

FedEx Ground network expansion

FedEx Ground continues its nationwide network expansion to boost daily package volume capacity and further enhance its speed and service capabilities. Since embarking on the multi-year expansion program, FedEx Ground has expanded and/or relocated more than 500 local facilities and opened 18 new hubs:

- City of Industry, CA
- Atlanta, GA
- Chicago, IL
- Portland, OR
- Tracy, CA
- Hagerstown, MD
- Olive Branch, MS.
- Kansas City, MO
- Greensboro, NC
- Toronto, ON
- Cincinnati, OH
- Toledo, OH
- Dallas, TX
- Ocala, FL
- Metuchen, NJ
- Houston, TX
- Middletown, CN.
- Lehigh Valley
(Allentown, PA, area)

These new facilities feature the very latest in material handling and scanning technology, allowing us to provide our customers with more information faster, while enhancing the productivity and efficiency of our sorting operations. Most hubs are now built with a similar design that can easily be expanded for future growth.

- ii. Offerors desiring to offer intrastate ground or other related services for a specific state only must clearly designate each rate table and schedule of rates and charges accordingly. Those rates and service must apply to all points and places within the designated state and Offeror must document its ability to provide statewide pick-up and delivery service in its Proposal.

Acknowledged.

- iii. The scope of work for this RFP only includes small package delivery and does not include courier services, LTL freight or freight.

Acknowledged.

10. Point of Contact – 75 Points Possible

- a. General Point of Contact: Carrier must provide the name of the person who will work with the NASPO ValuePoint Contract Administrator during the term of the Master Agreement. This person must be authorized to coordinate with other Offeror representatives in each Participating State to ensure an efficient implementation of the Master Price Agreement. These representatives will be able to quickly assign agency account numbers and insure the NASPO ValuePoint contract rates are attached accordingly. Offeror must describe the process required to obtain agency account numbers and Offeror personnel assigned must have full knowledge of the NASPO ValuePoint Master Agreement. Offeror shall provide to each Participating State the name, address and telephone number of such person and shall keep this information current at all times. Should contact with such person require long distance calls, Offeror will provide a toll free number to be used during normal business hours.

FedEx agrees to these requirements.

General point of contact

We are committed to serving all NASPO ValuePoint states and locations under the direction of FedEx Worldwide Account Manager Elaine Heath. She is responsible for the strategic management of the NASPO ValuePoint relationship and works cooperatively with FedEx Government Sales representatives in NASPO ValuePoint participating states. Elaine can be reached at:

900 7th Street, NW
Suite 550
Washington, DC 20001
Email: elaine.heath@fedex.com
Phone: 1.858.450.9869

Adding and deleting accounts

The FedEx National Account Master report will be used to verify all current locations and account numbers tied to NASPO ValuePoint. To add or delete a location to this program, the customer must email govtsupport@fedex.com. It is the customer's responsibility to verify proper rates are activated before using account numbers.

FedEx account management team

The following is a listing the FedEx account management team members supporting NASPO ValuePoint states and locations.

FedEx Account Management Team			
Name	Title State Responsibility	Address	Email, Phone and Fax
Elaine Heath	FedEx Worldwide Government Sales States: California Utah	900 7 th Street, NW Suite 550 Washington, DC 20001	Email: elaine.heath@fedex.com Phone: 1.858.450.9869 Fax: 1.901.471.5901
Joe DeVore	FedEx Manager, Worldwide Government Sales States: All NASPO ValuePoint Participants	900 7th Street, NW Suite 550 Washington, DC 20001	Email: joe.devore@fedex.com Phone: 704.753.9250
Charles Wagner	FedEx Worldwide Government Sales States: Colorado Idaho Minnesota Montana Nevada Nebraska North Dakota Oregon South Dakota Washington Wisconsin Wyoming	6505 Southwest Rosewood Tualatin, OR 97062	Email: charles.wagner@fedex.com Phone: 1.503.347.4638
William Linkin	FedEx Worldwide Government Sales States: Connecticut Delaware Maine Maryland Massachusetts New Hampshire New Jersey New York	10 Mohawk Avenue Red Bank, NJ 07701	Email: whlinkin@fedex.com Phone: 1.732.673.6130

FedEx Account Management Team			
	Pennsylvania Rhode Island Vermont Virginia West Virginia		
David Guanella	FedEx Worldwide Government Sales States: Arkansas Louisiana Mississippi New Mexico Oklahoma Texas	4200 Regent Boulevard Building C, 2nd Floor Irving, TX 75063	Email: daguanella@fedex.com Phone: 1.469.939.0578 Fax: 1.901.224.2471
Joselyn Henderson	FedEx Worldwide Government Sales States: Alaska Arizona Hawaii Illinois Indiana Iowa Kansas Michigan Missouri Ohio	10410 Hickman Mills Drive Kansas City, MO 64137	Email: jchenderson1@fedex.com Phone: 1.816.554.6609 Fax: 1.901.471.5901
Bobby Bledsoe	FedEx Worldwide Government Sales States: Alabama Florida Georgia Kentucky North Carolina South Carolina Tennessee	900 7 th Street, NW Suite 550 Washington, DC 20001	Email: rdbledsoe@fedex.com Phone: 1.901.219.6964 Fax: 1.901.471.5901

- b. **Problem Resolution Contact:** Offeror shall be available to Authorized Users via local or toll free phone number for normal problem resolution including but not limited to problems of shipment pickup, delivery, claims handling or incorrect billing. Requests for on-site problem resolution shall be on an as needed basis per request by the Authorized User. Offeror will not charge any travel costs to the Authorized User if on-site resolution is requested. Offeror shall respond to the on-site problem resolution within 24 hours of Authorized User’s request. Offeror to describe the escalation process.

FedEx agrees to these requirements.

One hundred percent error-free service is our goal. In the event errors occur, FedEx has a process to deal with the situation and minimize repeat issues. We treat your concerns seriously and respond promptly to resolve issues.

Problem escalation process

Resource and purpose

- Level One 1.800.GoFedEx (1.800.463.3339) for general inquiries and tracking
- Level Two 1.800.645.9424 for account setup and billing
- Level Three FedEx Worldwide Account Managers for issue escalation

- c. Offerors shall have trained personnel that can research and maintain a quality assurance program through tracking and monitoring deliveries. Offerors must describe its ongoing quality control program along with how often staff is trained in protocols for quality control.

FedEx provides NASPO ValuePoint a dedicated government sales team along with a dedicated Government Customer Service resources via email at govtsupport@fedex.com. These resources as well as general customer service resources can support your tracking and shipment monitoring needs, as well as extensive reporting options and quality programs provided via automated tracking options.

You can find out where your shipments are 24 hours a day, 7 days a week from just about anywhere. FedEx offers a wide range of options to track your shipments.

Ways to Track with FedEx	
Solution	Description
fedex.com	Simultaneously track the status of up to 30 FedEx Express, FedEx Ground, FedEx Home Delivery, FedEx Ground Economy (formerly FedEx SmartPost), FedEx Freight, and FedEx Custom Critical shipments, or FedEx Office orders. Track by tracking number, reference number, government Transportation Control Number (TCN), or FedEx Office order number.

Ways to Track with FedEx	
	For a more in-depth tracking experience, log in to FedEx Tracking and track inbound, outbound or third-party shipments — with or without a tracking or reference number.
FedEx Mobile	Stay informed with any web-enabled device.
Electronic shipping solutions	Use a FedEx electronic shipping solution such as FedEx Ship Manager software or FedEx Ship Manager at fedex.com, which have tracking capabilities built in.
EDI	Receive a file of tracking information via EDI.
Email	Send up to 30 tracking numbers or references in one email.
Phone	Call FedEx Customer Service for shipment status.
Shipment Notifications	<p>Shippers and recipients can request to receive notifications via email or text to stay informed of the progress of their shipment.</p> <p>For signature-required and C.O.D. residential packages shipped with most FedEx Express package services, FedEx Ground or FedEx Home Delivery, FedEx may email, call or text your customers, typically the day before delivery, to tell them approximately when their shipment will arrive and what is needed to deliver it.</p>
FedEx Delivery Manager	Enrollees can monitor, schedule, reroute or hold residential shipments, and view incoming and outgoing shipments by calendar or list view without a tracking number.

April 2020

- d. Offerors describe security measures in place such as having uniformed personnel, with carrier identification, vehicles that have the Carrier’s name on the side and can follow security procedures required by Authorized Users. Describe how Authorized Users can confirm the identity of Carrier staff and escalation procedures.

Confirming the identity of FedEx team members and vehicles

FedEx motor vehicles and aircraft meet high standards for safety, appearance, efficiency and environmental impact, and they are maintained regularly to ensure their continued performance and safety. The FedEx logo is prominently displayed on our vehicles. Our drivers and couriers wear distinctive logoed shirts photo name badges.

All drivers conform to customer regulations while on their property and confine their activity to areas designated by the customer.

In addition, FedEx has strict internal requirements in place to ensure that all our drivers are professional in both demeanor and



appearance. In addition, our managers regularly accompany our drivers to monitor their compliance with our requirements and coach their performance.

If there is an issue, NASPO Value Point can contact your state worldwide account manager.

- e. Describe the training and pick up procedures for drivers, processing staff, and delivery staff. At a minimum, Offeror must have trained personnel that can research and maintain a quality assurance program through tracking and monitoring deliveries.

Training, employee training and contractor standards

Worldwide, all FedEx employees receive both new-hire and ongoing training. General training, which typically covers all aspects of our business, is supplemented by job- and role-specific education, along with training specific to our various companies. In-house training can be supplemented by online FedEx learning modules, external courses, industry-sponsored training and a tuition reimbursement program for undergraduate and graduate level studies. In addition, FedEx Express couriers and package handlers, FedEx Ground package handlers, FedEx Freight drivers and dock personnel receive specific training on the handling of dangerous goods and hazardous materials.

FedEx Ground and FedEx Custom Critical provide pickup and delivery services through a network of independent contractors. Their contractor personnel receive FedEx training on the handling of dangerous goods and hazardous materials, and they must meet all contractual safety and qualification standards.

In addition, FedEx has strict internal requirements in place to ensure that all our drivers are professional in both demeanor and appearance. In addition, our managers regularly accompany our drivers to monitor their compliance with our requirements and coach their performance.

3.4 Evaluation Process

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

Acknowledged. FedEx is submitting a point-by-point response.

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

Acknowledged.

Stage 2: Technical Proposal Evaluation

Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this RFP. Proposals will be evaluated against the evaluation criteria as follows:

Evaluation Criteria	Possible Points
1. Qualification of Carriers	270
2. Ability to Meet Scope of Work	270
3. Prior Experience	195
4. Dispute Resolution	195
5. Handling State Emergencies	195
6. Data Security	125
7. Drop Boxes and Shipping Supplies	100
8. Marketing Plan	100
9. Green Transportation Plan	75
10. Point of Contact	75
Total Technical Criteria	1600
<i>Threshold to Move to Cost</i>	<i>1040</i>

Offerors that achieve minimum score threshold of 1040 will proceed to the Final Stage: Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical points will be deemed non-responsive and ineligible for further consideration. The evaluation score sheet has been attached to this RFP. The attached evaluation score sheet states the relative weight that will be given to each evaluation criteria.

The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Acknowledged.

Final Stage: Cost Proposal Evaluation

Offerors successful in the technical evaluation will advance to the Final Stage: Cost Proposal Evaluation. The Offeror with the lowest total cost per scenario will receive the maximum points of 80 for each scenario. The maximum points for each region is 400 points. Points assigned to each Offeror's cost proposal will be based on the lowest proposal price for each scenario that an Offeror submits a Cost Proposal for within that region.

The points assigned to each Offeror's cost proposal will be based on the lowest proposal price of each scenario. The Offeror with the lowest Proposed Price will receive 100% of the price points for that scenario. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror

whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$.

Acknowledged.

3.5 Notice of Intent to Award

After a final selection(s) is made, the Lead State will issue an intent- to-award announcement on its electronic procurement system. Proposal files are public records and available for review at the offices of the Lead State by appointment.

Acknowledged.

3.6 Protest

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at https://le.utah.gov/xcode/Title63G/Chapter6A/63G-6a-P16.html?v=C63G-6a-P16_2016032820160328 and <https://rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

Acknowledged.

3.7 POST AWARD FORMALIZATION OF THE MASTER AGREEMENT

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State's judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee(s), the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

Acknowledged.



Part 4

Section 4

Administrative and Technical Response Requirements

FedEx Part 4

Per your request, we have reviewed the text of the following Section 4: Administrative and Technical Reward Requirements and have the following comments to note.

Section 4: Administrative and Technical Response Requirements

4.1 Insurance

To be eligible for award, the Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the prescribed levels set forth in Section 21 of the NASPO ValuePoint Master Agreement Terms and Conditions. Describe your insurance or plans to obtain insurance satisfying the requirements in Section 21.

FedEx agrees to these requirements. To obtain insurance satisfying your requirements, please contact the FedEx Worldwide Account Manager aligned to your state.

4.2. NASPO VALUEPOINT REQUIREMENTS

To be eligible for award, the Offeror agrees to comply with Sections 6 ((Administrative fees), Section 7 (NASPO ValuePoint Summary and Detailed Usage Reports), and Section 8 (NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Reviews) as specified in the NASPO ValuePoint Master Agreement Terms and Conditions.

Offeror shall identify the person responsible for providing the mandatory usage reports. This information must be kept current during the contract period. Contractor will be required to provide reporting contact within 15 days of Master Agreement execution.

Acknowledged. FedEx offers a customized rate to NASPO ValuePoint and administrative fees are paid based on the provided rate chart. In addition, FedEx agrees to provide the level of detail currently given to NASPO ValuePoint. All other reporting elements at the individual participant entity level will need to be discussed and mutually agreed to based on (1) existence/availability of data element, (2) HIPPA requirements and other privacy concerns.

FedEx Senior Strategic Sales Analyst Rose Booker is responsible for providing mandatory usage reports. Rose can be reached at rmbooker@fedex.com or 1.817.606.4231.

Additional Agreement with NASPO: Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to

Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

FedEx acknowledges there is no language in the terms set forth in the Master Agreement regarding the reselling of FedEx services. FedEx does not allow reselling of any services without written agreement.

4.4 PARTICIPATING STATE TERMS AND CONDITIONS

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments E – V (Lead State and Additional Participating States' Terms and Conditions) to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

We understand that we may be required to negotiate additional terms and conditions when executing a Participating Addendum.



Part 5

Attachment A ValuePoint Master Agreement Terms and Conditions

FedEx Part 5

Per your request, we have reviewed the text of the following Attachment A – NASPO ValuePoint Master Agreement Terms and Conditions and have the following comments to note and/or redline.



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 **Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 **Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 **Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 **Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 **Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 **Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 **NASPO ValuePoint** is a division of the National Association of State Procurement Officials (“NASPO”), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political

subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for five (5) years.

~~The Master Agreement may be extended for a reasonable period of time, not to exceed 120 days, if in the judgment of the Lead State a follow-on, competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection shall not be deemed to limit the authority of a Lead State under its state law otherwise to negotiate contract extensions.~~

2.32.2 Amendment Limitations. The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.

2.42.3 Amendment Term. The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions. The pricing applicable to any such extension shall be adjusted by the Contractor using the price adjustment process as set out herein.

III. Order of Precedence

3.1 Order. Any Order placed under this Master Agreement will consist of the following documents:

3.1.1 A Participating Entity's Participating Addendum ("PA");

3.1.2 NASPO ValuePoint Master Agreement, including all attachments thereto;

3.1.3 A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;

3.1.4 The Contractor's Service Guide in effect at the time of shipment. ~~The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;~~

~~**3.2.0** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.~~

3.33.2 Conflict. These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement shall apply to the extent they are not in conflict with the terms contained herein or in an individual PA. ~~are only those that are expressly accepted by the Lead State and Such Contractor terms and conditions~~ must be in writing and attached to this Master Agreement as an Exhibit or Attachment or incorporated by reference.

3.43.3 Participating Addenda. Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order. Any additional services not provided for herein: (1) utilized by a Purchasing or Participating Entity, and (2) whether provided by the Contractor or a Contractor subsidiary or affiliate, shall be provided by Contractor at list rates and pursuant to Contractor's Service Guide terms and conditions unless otherwise agreed upon by the parties. It is understood and agreed upon by the parties that such additional services may be provided pursuant to the terms of a separate agreement and not bound by the terms of this Master Agreement or a state PA.
- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to

pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.

- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

5.1 Applicability. NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee. Contractor shall have the right to withhold payment of any Administrative Fee until such time as all outstanding or delinquent invoices have been paid.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. As mutually agreed upon by the parties and subject to the price adjustment provision set out below, Contractor shall also report detailed sales data by: (1) state; (2) ~~entity/customer type, e.g. local government, higher education, K12, non-profit;~~ (3) Purchasing Entity name; (4) ~~Purchasing Entity bill to~~

~~and ship-to locations;~~ (43) Purchasing Entity and Contractor Purchase Order identifier/number(s); ~~(5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices);~~ (6) ~~Purchase Order date;~~ (47) Ship Date; (58) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement. Contractor shall have the right to adjust its pricing applicable to Purchasing Entities which require detailed sales data beyond the standard sale data customarily provided to Contractor's commercial customers.

5.3.3 Personal Use Prohibited. It is understood and agreed upon by the parties that the services and rates provided by Contractor herein shall not be available for personal use by employees of any entity participating under this agreement.

~~5.3.35.3.4 Reporting on Personal Use.~~ Reportable sales for the ~~summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.~~

5.3.45.3.5 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.55.3.6 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the

reports, however, Contractor shall retain all intellectual property rights in the proprietary formats in which the reports are presented. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable the right to display, modify, copy, and otherwise use reports, data and information provided under this section as mutually agreed upon by the parties.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint and mutually agreed upon by the parties, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. Neither party's The NASPO ValuePoint marks and/or logos may ~~not~~ be used by a party Contractor in sales and marketing unless and until a separate logo use agreement is executed between the parties with NASPO ValuePoint.

~~**5.5.0 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most favored customer provisions in third party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this~~

~~Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.~~

5.65.5 Cancellation. In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement ~~pursuant to section 28~~, or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws. Notwithstanding the above, Contractor shall have the right to terminate the Master Agreement for its convenience upon 30 calendar days written notice.

VI. Pricing, Payment & Leasing

6.1 Pricing. The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.

6.1.1 All prices and rates must be guaranteed for the initial term of the Master Agreement.

6.1.2 Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 60 days prior to the effective date.

6.1.3 Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.1.5 Any services provided by Contractor and not addressed herein shall be charged at list rates unless otherwise agreed upon by the parties.

6.1.6 In the event a new Participating Addendum has not been executed by September 17, 2021, all services provided for herein by Contractor shall be charged at list rates from the Effective Date of this new Agreement. For Participating Addenda executed after September 17, 2021, all applicable discounts shall become effective no earlier than 75 days from the Effective Date of such Participating Addendum.

6.1.46.1.7 At the conclusion of the Initial Term of this Agreement, and in the event a new a new Master Agreement has not been executed by November 27, 2026, all services provided for herein by Contractor shall be charged at list rates.

- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.
- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence, to the extent such information has been provided to Contractor on the necessary shipping documents.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered;
- 7.6.2** A shipping address and other delivery requirements, if any;
- 7.6.3** A billing address;
- 7.6.4** Purchasing Entity contact information;
- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
- 7.6.6** A not-to-exceed total for the products or services being ordered; and

7.6.7 The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

7.7 Communication. All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

7.8 Contract Provisions for Orders Utilizing Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

8.1 Shipping Terms. ~~All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.~~

8.1.1 Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.

8.2 Minimum Shipping. ~~The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.~~

8.3 Inside Deliveries. To the extent applicable and in conformity with the terms of Contractor's Service Guide, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions as agreed upon by the parties will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.

~~**9.0 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each~~

~~shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.~~

~~X.IX.~~ **Inspection and Acceptance**

~~**10.19.1** **Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.~~

~~**11.0** **Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.~~

~~**12.0** **Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.~~

~~**13.0.0** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.~~

~~**14.0.0** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.~~

~~**15.0** **Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.~~

~~**16.0** **Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.~~

~~**17.0.0** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product~~

~~is installed and Contractor certifies that the Product is ready for Acceptance Testing.~~

~~**18.0.0** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.~~

~~**19.0.0** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.~~

~~**20.0.0** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.~~

~~**21.0.0** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.~~

XXII.X. Warranty

~~**23.0—Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.~~

~~**24.0—Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.~~

~~**25.0—Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.~~

~~**26.0—Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

~~27.0~~ ~~Warranty Period Start Date.~~ The warranty period will begin upon Acceptance, as set forth in Section IX.

~~XXVIII.XI.~~ **Product Title**

~~28.1~~ ~~Conveyance of Title.~~ Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.

~~28.2~~ ~~Embedded Software.~~ Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

~~28.311.1~~ ~~License of Pre-Existing Intellectual Property.~~ Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

~~XXIX.XII.~~ **Indemnification**

~~29.112.1~~ ~~General Indemnification.~~ The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.

~~29.212.2~~ ~~Intellectual Property Indemnification.~~ The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").

~~29.2.112.2.1~~ The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

29.2.1.112.2.1.1 provided by the Contractor or the Contractor's subsidiaries or affiliates;

29.2.1.212.2.1.2 specified by the Contractor to work with the Product;

29.2.1.312.2.1.3 reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

29.2.1.412.2.1.4 reasonably expected to be used in combination with the Product.

29.2.212.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

29.2.312.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

29.2.412.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XXX.XIII. Insurance

30.413.1 **Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

30.213.2 **Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating

Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

30-313.3 Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

30-3-113.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;

30-3-213.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

30-413.4 Notice of Cancellation. Contractor shall pay premiums on all insurance policies. Contractor shall endeavor to provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

30-513.5 Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

30-613.6 Participating Entities. Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.

30-713.7 Furnishing of Certificates. Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

30.813.8 Disclaimer. Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XXXI.XIV. General Provisions

31.114.1 Records Administration and Audit

31.1.114.1.1 The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of ~~six (6) years~~ eighteen (18) months following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

31.1.214.1.2 Without limiting any other remedy available to any governmental entity, and subject to the Invoice Adjustment provisions of the Contractor's Service Guide, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

31.1.314.1.3 The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

31.214.2 Confidentiality, Non-Disclosure, and Injunctive Relief

31.2.114.2.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire

information that is confidential to Purchasing Entity or Purchasing Entity's clients.

31.2.1.1 **14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

31.2.1.2 **14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

31.2.1.3 **14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

31.2.2 **14.2.2** **Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

31.2.2.1 **14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

31.2.2.2**14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

31.2.2.3**14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

31.2.2.4**14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

31.2.3**14.2.3** **Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

31.2.4**14.2.4** **Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

31.2.5**14.2.5** **NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item

descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

~~31.2.6~~**14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

~~31.3~~**14.3 Assignment/Subcontracts**

~~31.3.1~~**14.3.1 Neither party Contractor** shall ~~not~~ assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the ~~other party~~**Lead State**.

~~31.4.0~~ — ~~The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.~~

~~31.5~~**14.4 Changes in Contractor Representation.** ~~The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.~~

~~31.6~~**14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not to hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

~~31.7~~**14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or

default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

31.814.7 Force Majeure. Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, pandemic, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

31.914.8 Defaults and Remedies

31.9.114.8.1 The occurrence of any of the following events will be an event of default under this Master Agreement:

31.9.1.114.8.1.1 Nonperformance of contractual requirements;

31.9.1.214.8.1.2 A material breach of any term or condition of this Master Agreement;

31.9.1.314.8.1.3 Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

31.9.1.414.8.1.4 Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

31.9.1.514.8.1.5 Any default specified in another section of this Master Agreement.

31.9.214.8.2 Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

31.9.314.8.3 If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice

of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

~~31.9.3.1~~14.8.3.1 Any remedy provided by law;

~~31.9.3.2~~14.8.3.2 Termination of this Master Agreement and any related Contracts or portions thereof;

~~31.9.3.3~~14.8.3.3 Assessment of liquidated damages as provided in this Master Agreement;

~~31.9.3.4~~14.8.3.4 Suspension of Contractor from being able to respond to future bid solicitations;

~~31.9.3.5~~14.8.3.5 Suspension of Contractor's performance; and

~~31.9.3.6~~14.8.3.6 Withholding of payment until the default is remedied.

~~31.9.4~~14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

~~31.10~~14.9 **Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

~~31.11~~14.10 **Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

31.12.14.11 No Waiver of Sovereign Immunity

31.12.14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

31.12.14.11.2 This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

31.13.14.12 Governing Law and Venue

31.13.14.12.1 The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.

31.13.14.12.2 Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.

31.13.14.12.3 If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United

States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

31.1414.13 Assignment of Antitrust Rights. Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.



Part 6

Attachment B Scope of Work

FedEx Part 6

Per your request, we have reviewed the text of the following Attachment B, Scope of Work and have the following comments to note and/or redline.

Attachment B: Scope of Work CH21-36: NASPO Small Package Delivery Services

1. Exclusion of Listed Charges:

Offeror certifies the following regarding the exclusion of listed charges:

- a. The Offeror shall not propose or apply pick-up charges or weekly service in addition to the contracted rates due to aggregate NASPO ValuePoint volume anticipated.
- b. The Offeror shall not require a minimum number of packages per trip, per day, per week or per month.

2. Carrier Pick-Up:

Offeror will pick-up packages directly from all requesting agencies and political subdivisions upon request. Offeror must bill each Authorized User for shipments the Authorized User tenders to the Carrier. Packages must be scanned when picked up at the location.

3. Money Back Guarantee

a. Due to the COVID 19 pandemic. Offeror's Money Back Guarantee is currently suspended except for Overnight services. Upon reinstatement of the Money Back Guarantee, the following conditions shall apply.

a.b. Offeror must provide a 100% Money Back Guarantee. The Carrier shall fully refund or credit the Authorized User account for the packages that are not delivered or picked up in accordance with the guaranteed delivery service. Authorized User shall decide between a refund or a credit to their account. Packages that are delivered over 60 seconds after the guaranteed delivery time are considered late. The Authorized User shall request the refund or credit within 30 days of the scheduled delivery time. Carriers are encouraged to offer automatic refunds. If the late package meets one or more of the Carrier's exception criteria, as stated in the Service Guide, the Carrier is not obligated to issue a refund to the Authorized User.

b.c. Carrier must provide clearly marked money back guaranteed zone based price sheets (schedules of rates and charges) for each service showing rates and charges by weight and zone for all contiguous 48 state domestic shipping. Separate rates in pages may be provided and clearly marked for Hawaii and Alaska and Puerto Rico services. Carriers offering pricing for intrastate ground services only must provide separate clearly marked zone based pricing for the designated state. Rates will be in dollars and cents per pound.

~~e.d.~~ Non-Money Back Guarantee: Offerors must propose a money back guarantee. If an Offeror opts to additionally propose a non-money back guarantee option, the offeror must clearly delineate between the money back guarantee cost and the non-money back guarantee cost. (This portion of the Scope may be updated depending on the vendor's submission and their Money Back guarantee the offeror provides.) The Money Back Guarantee shall only apply to Offeror's single pricing response/offering, and shall not apply to any multiple pricing response/offering.

4. Carrier Capabilities:

Offerors providing interstate services must serve every zip code in the United States or if providing interstate services in certain states only, offer services in every zip code in the states in which services are provided. Offerors providing intrastate services shall serve every zip code within the boundaries of the Participating State requesting intra-state services as identified in this RFP.

5. Software:

Offerors shall provide a description of how the software is accessed in the solicitation response. Including, if an online application is available instead of or along with the software needed to run the shipping system. ~~All software whether online or separate software must have the Master Agreement Rates pre-loaded and T~~he Offeror shall maintain the software and website free of charge to the Participating Users and Master Agreement. Customer must agree to Offeror's standard software license terms and conditions prior to utilizing any Offeror software.

6. Shipment of Materials:

- a. Describe the process for picking up dangerous, Hazardous or Otherwise Restricted Materials: Carrier shall be capable of shipping a variety of hazardous, dangers or other restricted types of materials. Offeror shall provide its policy for dangerous, hazardous, and restricted materials.
- b. Evidentiary Materials: Describe the process and tracking for evidentiary materials. Also, describe an instance and detail the approach taken when the Carrier's process needed to be modified for a participating state's laws, policies, or procedures. Alternatively, describe how Carrier would approach modifying their process for an Authorized User based on the user's laws, policies, or procedures. Note: Offeror must be able to provide services for shipments of evidentiary materials in compliance with any participating state's laws, policies or procedures.

7. Deliver as Addressed:

Offeror's standard delivery procedure is to perform ~~When requested, Offerors must return undeliverable packages to senders, rather than performing~~ an address correction and forwarding the package to ~~an~~ the corrected address. ~~Offerors shall work with Authorized User's to adequately identify these items as "deliver as addressed" or something similar in language mutually agreed upon between the State and the Offeror rather than forwarding an undeliverable package. Authorized Users shall notify Offerors of such packages. In the event a correct address cannot be determined, any packages returned to senders due to an incorrect address shall be assessed a return fee.~~



Part 7

FedEx Attachment A

Operating Permits

FedEx Part 7

FedEx represents that it is duly authorized and licensed by the appropriate regulatory agencies to operate and provide services as set forth in the FedEx Service Guide.

Per your request, we have provided the most current copies of our operating permits.

Air Carrier Certificate – Federal Express Corporation



Air Carrier Certificate

This certifies that
 Federal Express Corporation
 d/b/a FedEx Express
 3620 Hacks Cross Road
 Building B, Third Floor
 Memphis, TN 38125

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.

By Direction of the Administrator.

Certificate number: FDEA 140A

Effective date: March 7, 1972
 Amended Date: October 18, 2010

Issued at: Memphis, Tennessee


 Larry Richards
 (Signature)

Division Manager
 (Title)

ACE-200
 (Region/Office)

FAA Form 8430-18 (6-87)

**Department of Transportation (DOT) Federal Motor Carrier Safety Administration
– Federal Express Corporation**

**NCA
SERVICE DATE
Jan 17, 2001**

**DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

DECISION

**No. MC-66562
FEDERAL EXPRESS CORPORATION
D/B/A FEDERAL EXPRESS
MEMPHIS, TN**

REENTITLED

**FEDERAL EXPRESS CORPORATION
D/B/A FEDEX EXPRESS**

On Jan 05, 2001, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

It is ordered:

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records are amended to reflect the carrier's name as FEDERAL EXPRESS CORPORATION D/B/A FEDEX EXPRESS.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fhwa-li.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

Decided: Jan 11, 2001

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION.

**Terry Shelton, Acting Director
Office Data Analysis & Information Systems**

**Operating Authority, Interstate Commerce Commission Motor Carrier(ICC)
Number and Certificate, Contract Authority, Motor Carrier Safety Certificate,
FedEx Ground**

NCA
SERVICE DATE
Mar 16, 2000

DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

DECISION

No. MC-179059
RPS, INC.

PITTSBURGH, PA

REENTITLED

**FEDEX GROUND PACKAGE SYSTEM, INC.
D/B/A FEDEX GROUND**

On Mar 10, 2000, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

It is ordered:

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records are amended to reflect the carrier's name as FEDEX GROUND PACKAGE SYSTEM, INC. D/B/A FEDEX GROUND.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fmwa-li.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

Decided: Mar 13, 2000

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION:

John F. Grimm, Director
Information Systems & Data Analysis

FEDERAL HIGHWAY ADMINISTRATION

DECISION

MC-179059

ROADWAY BACKAGE SYSTEM, INC.
PITTSBURGH, PA

SERVICE DATE
JUN 21 1996

Reentitled

RPS, INC.
PITTSBURGH, PA

Decided: JUNE 17, 1996

On JUNE 10, 1996, applicant filed a request to have the Federal Highway Administration's records changed to reflect a name change.

It is ordered:

The Federal Highway Administration's records are amended to reflect the carrier's name RPS, INC.

If it has not already done so, the carrier must amend (1) its insurance coverage for the protection of the public, and (2) its designation of agents upon whom process may be served to reflect the new name. If the carrier files tariffs with the Commission, or participates in tariffs filed by others, they must also be amended to reflect the new name.

By the Motor Carrier Board

John P. Grimm
Director, Office of Motor Carrier
Information Analysis

INTERSTATE COMMERCE COMMISSION

PERMIT

NO. MC-179059

ROADWAY PACKAGE SYSTEM, INC.
PITTSBURGH, PENNSYLVANIA

SERVICE DATE

JAN 24 1985

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)*; and for passenger carriers, tariffs or schedules (49 CFR 1300 through 1310)

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

JAMES H. BAYNE
Secretary

(SEAL)

*While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting,

General commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States, under continuing contract(s) with commercial shippers, receivers, or brokers of such commodities.

PM-26
(Rev. 10/84)

SERVICE DATE
APR 2 1985

INTERSTATE COMMERCE COMMISSION
CERTIFICATE

NO. MC-179059 SUB.1

ROADWAY PACKAGE SYSTEM, INC.
PITTSBURGH, PA

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

JAMES H. BAYNE
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting,

Shipments weighing 100 pounds or less in transported in a motor vehicle in which no one package exceeds 100 pounds, between points in the United States.



Global Privacy Policy

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Introduction

Policy Overview

FedEx Corporation (together with its subsidiaries and affiliated companies, "FedEx") recognizes the importance of having effective privacy protections in place and is committed to compliance with applicable data privacy laws, regulations, internal policies and standards. These protections form the foundation of a trustworthy company, are necessary to maintain the confidence of customers and employees and ensure the company's own compliance with such local laws. This Global Privacy Policy ("Policy") is based on globally accepted, basic principles on data protection.

Scope

This Policy applies worldwide to all employees and companies of FedEx. Individual operating companies may not adopt policies inconsistent with this Policy. Supplemental data Protection requirements for individual operating companies, regions or countries may be created with the approval of the Global Chief Compliance and Governance Officer ("GCCGO").

Application of Local Laws

Each operating company of FedEx is responsible for compliance with this Policy. If there is reason to believe that local law requirements or other legal obligations contradict the duties under this Policy, the relevant operating company must inform the GCCGO. In the event of conflicts between applicable local laws, rules or regulations and the Policy, FedEx will work to find a practical solution that reconciles these requirements.



Definitions

Personal Data — Any information that can directly or indirectly be used to identify a natural person, whether that individual is an employee, a customer or employee of a customer, a vendor or employee of a vendor, a job applicant or any other third party.

Examples:

- Names
- Government-issued identification numbers (social security and driver's license numbers, etc.)
- Addresses
- Phone numbers
- Email addresses
- Photos

Processing — Any operation performed on Personal Data, with or without the use of automated systems, such as to collect, store, organize, retain, archive, record, view, modify, adapt, alter, query, use, retrieve, forward, transmit or combine data. This also includes disposing of, deleting, erasing, destroying or blocking data.

Examples:

- Storing information in databases
- Viewing information stored on another computer
- Transferring information from one database to another

Notes:

Data that has been anonymized such that individuals cannot be identified does not constitute Personal Data.

The transportation of physical media (documents, computers, etc.) containing Personal Data does not constitute Processing of that Personal Data.



Data Protection Principles

Personal Data will be collected, recorded and used in a proper and professional manner, whether the Personal Data is on paper, in computer records or recorded by any other means.

FedEx is accountable for and must be able to demonstrate compliance with the following principles of data protection.

1. **Fair and Lawful.** When Processing Personal Data, the rights of the individual related to their Personal Data must be protected. Personal Data must be collected and Processed fairly and lawfully.
2. **Purpose Specification.** Personal Data can be used or Processed only for the purpose defined at the time of collection and shall not be further used or Processed in any manner incompatible with that purpose. Personal Data may not be collected and stored for potential future use unless allowed by local law.
3. **Collection Limitation.** FedEx only collects Personal Data necessary to meet the specified purpose at the time of collection and only to the extent allowed by local law.
4. **Deletion.** Personal Data no longer needed for the purpose specified at the time of collection shall be deleted according to applicable retention schedules unless it is subject to an exception from the Legal Department.

5. **Data Quality.** Personal Data should be accurate, and if necessary, kept up to date.
6. **Security Safeguards.** Personal Data must be protected using technical, managerial and physical security measures against risk of loss or unauthorized access, destruction, use, modification or disclosure.
7. **Transparency.** Individuals must be notified at the time of collection how their Personal Data is being used or Processed. They must be aware of who is collecting the Personal Data, the purpose for the Processing of the Personal Data and if third parties will Process the Personal Data, that adequate safeguards are in place. All such notices must be approved by the Legal Department.
8. **Individual Participation.** To the extent required by local law, individuals have a right to access their Personal Data and, where appropriate, to correct or delete it and exercise any other right provided by local law.



Security and Access

Personal Data is classified as confidential. Any unauthorized Processing of such data by employees is prohibited. Any Processing undertaken by an employee that is not part of his or her legitimate duties is prohibited. Employees may have access to Personal Data only as is appropriate for the type and scope of the task in question. This requires the definition and separation, as well as implementation, of roles and responsibilities.

Employees are prohibited from using Personal Data outside of the scope of their employment at FedEx, to disclose it to unauthorized persons or to make it available in any other way outside the permitted business use. Supervisors must inform their employees at the start of the employment relationship about the obligation to protect Personal Data. This obligation shall remain in force even after employment has ended.

Personal Data must be safeguarded from unauthorized access and unlawful Processing or disclosure. This applies regardless of whether data is Processed electronically or in paper form. Before the introduction of new methods of data Processing, a privacy impact assessment should be performed for new IT systems, which may lead to implementing technical and organizational measures to protect Personal Data.

Employees are expected to follow FedEx Information Security Standards, which can be found by searching keyword "standards." Note that Information Security classifies all data as Sensitive, Internal or Public. Depending on its classification, Personal Data must be protected in accordance with the applicable Information Security Standards.

In the event of suspicious activity, suspected cyberattack, suspected security incident, or possible breach of Personal Data, all FedEx employees must notify Information Security immediately via the Incident Notification Website, keyword "incident" or call 901/224- 2021 or 901/224-2022 to report the incident.



Special Circumstances

Data Transferring or Processing by Third Parties

Personal Data may not be transferred to a country outside the country of origin unless the transfer has been approved by the Legal Department, who will ensure an adequate level of data protection or suitable safeguards are in place. If a vendor or third party is engaged to Process Personal Data, a data transfer agreement must be in place with that external provider. An external provider can Process Personal Data only in accordance with instructions from FedEx.

Processing of Special Categories of Personal Data

Special categories of Personal Data that are highly sensitive can be Processed only under certain conditions. These categories include an individual's racial and ethnic origin, political beliefs, religious or philosophical beliefs, union membership or the health and sexual life of the data subject. Under local law(s), further data categories may necessitate special treatment. Personal Data that relates to a crime can often be Processed under special requirements of local law. Leave requests, that include special categories of data, will be handled by local Human Resources and Legal Departments.

If there are plans to implement a new system, procedure or Process that includes Personal Data in a special category, the GCCGO must be informed in advance.

Telecommunications and Internet

Telephone equipment, email addresses, intranet and Internet, along with internal social networks are provided primarily for work-related assignments. They can be used within the applicable legal regulations and internal policies. In the event of limited acceptable usage for private purposes, the local laws on secrecy of telecommunications and any local telecommunication laws must be observed.

Communication and Responsibilities

All Employees are responsible for:

- Reading and complying with this Policy and related policies, along with related documents/guidelines that may be developed and maintained to implement the requirements of this Policy.
- Reporting violations of this Policy.

Management is additionally responsible for:

- Ensuring all reporting personnel understand the requirements of this Policy.
- Ensuring appropriate safeguards are in place to protect Personal Data.
- Providing all necessary training and/or guidance to assist with the implementation process, and for monitoring compliance with this Policy.

Related Policies

- [Code of Business Conduct and Ethics](#)
- Information Security Standards
- Your company's Use of Computer Resources Policy
- Your company's Pre-employment Screening Policy
- Your company's Recruitment Policy
- Your company's Data Retention and Destruction Schedules
- Keyword "incident"

Anti-Retaliation Policy

FedEx prohibits any form of retaliation for reporting in good faith a suspected violation of this Policy.

Policy Custodian

Global Chief Compliance & Governance Officer

Adoption Date

This Policy was adopted effective May 1, 2018.





2020
Annual Report

Building the network for what's next

To our shareowners,

In last year's letter, I described fiscal year 2019 as a year of challenge and change with more to come in fiscal year 2020, as was certainly the case — especially with the emergence of COVID-19. When I discussed confronting challenges and embracing opportunities in last year's letter, I covered three enormously consequential developments for FedEx, which all merit reiterating:

- ▶ Trade disputes that began in calendar year 2018 and accelerated in calendar year 2019;
- ▶ Strategic decision-making to position FedEx as *the* dominant e-commerce player; and
- ▶ Strategically timed aircraft and hub modernization programs.

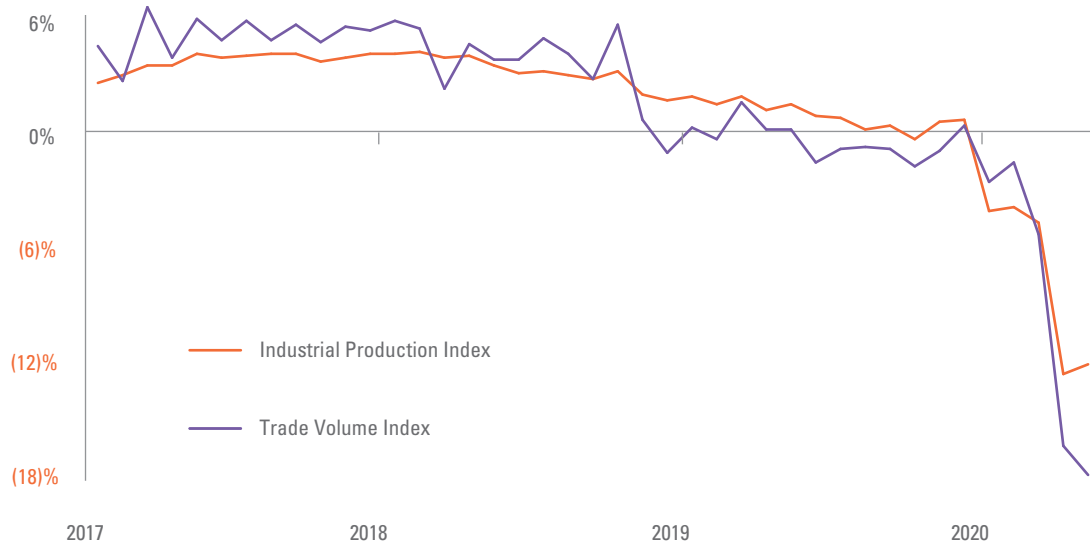
Challenge & change — trade disputes:

Trade is an essential element of prosperity. Arguably one of the biggest changes that has increased prosperity since the end of World War II has been the opening of global markets and the growth of trade. FedEx serves more than 220 countries and territories, making us an enormous enabler and beneficiary of free trade, and as we finished fiscal year 2018, FedEx experienced one of the strongest quarters in the company's history.

As illustrated in the below chart, in calendar year 2018 the trade disputes dealt a devastating blow to the global industrial economy, which is very much dependent on global trade. Our company's commercial business suffered across the board as the trade disputes escalated. We were most adversely affected in Europe, where we were in the midst of the integration of TNT. FedEx was among the first to recognize this slowdown in global trade, and we responded to this challenge by actively managing costs while continuing to make the necessary investments for long-term success.

GLOBAL TRADE VOLUME VS GLOBAL INDUSTRIAL PRODUCTION

YOY % Change



Sources: Netherlands Bureau for Economic Policy Analysis and Haver Analytics
As of May 1, 2020

Building the network for what's next

Challenge & change — going all-in on e-commerce:

Second, by the end of fiscal year 2019, our Strategic Management Committee had made some of the most significant decisions in the history of FedEx — representing an enormous shift in direction. FedEx has a history of seeing what lies on the horizon, and we determined to go all-in on e-commerce. Given the overwhelming opportunity in the booming e-commerce market, we acted decisively to position FedEx to become the market leader.

To that end, we announced in late fiscal year 2019 significant transformation of our e-commerce capabilities at FedEx Ground including:

- ▶ Extending residential deliveries to seven days per week year-round;
- ▶ Rapidly integrating FedEx SmartPost volume into standard operations — we're now taking back packages previously given to the U.S. Postal Service to increase delivery density and improve the efficiency of last-mile operations; and
- ▶ Building out capabilities to more easily handle an increase in large items ordered online, such as furniture, rugs, and exercise equipment.

During the same timeframe, we decided to end our largest Amazon contracts to focus on the broader e-commerce market. It was the correct decision to end these contracts — which were not long-term in nature and were declining in profitability — and train our eye on the larger e-commerce market.

While the Amazon volume represented only a small portion of FedEx revenue, the last bit of volume has significant flow-through to the bottom line. FedEx was adversely affected; however, we have closed additional business to replace this volume and have taken out costs related to Amazon's requirements.

Challenge & change — aircraft and hub modernization:

The third element of challenge and change FedEx continues to address is the modernization of our air fleet and primary hubs. The expensing provision of the Tax Cuts and Jobs Act signed in December 2017 encouraged FedEx to order additional Boeing 777F and 767F aircraft. The pro-growth incentives in the law made fiscal year 2019 the optimum time to make these purchases and retire more of our less efficient aircraft. We've successfully retired all of our A310 aircraft, and we expect to retire all of our MD-10 fleet by the end of fiscal year 2022.

The law's incentives also encouraged our future-focused hub modernization efforts, specifically our \$1.5 billion expansion of the FedEx Express Indianapolis hub and a \$1.5 billion modernization of the FedEx Express Memphis World Hub — both multi-year projects.

While some of the above strategies created financial headwinds in the short term, we're confident we will point to these decisions as inflection points as we drive significant earnings growth and improvements for our shareholders and customers alike over the long term.

Who we are and what we do — responding to the COVID-19 pandemic:

While we were heading off existing challenges and positioning our company to leverage future opportunities, a new challenge emerged in January 2020 unlike anything we could have predicted. We confronted COVID-19 initially in China, where we took herculean steps to protect the safety of our team members. As the virus spread throughout the globe, the safety of our team and our customers remained our absolute first priority.

My most sincere appreciation goes to teams across FedEx — both those working resolutely behind the scenes and our frontline team members — whose efforts combined to keep the world's health care, industrial, and at-home supply chains moving in a truly historic way.

Our Global Network Planning and Operations Control teams adjust our network to maximize capacity and utilization, at times on a daily basis. We are peerless in our ability to move aircraft around the world to match capacity to demand. As just one example of how we've kept commerce moving despite challenges, in early March when passenger-plane belly capacity was severely constrained, FedEx flew nearly 250 flights in and out of China in one week — in line with our flight schedule prior to the pandemic. We also flew a total of 530 extra flights in the fourth

quarter of fiscal year 2020, on top of our base schedule — undertaking one of the largest airlifts since the Berlin Airlift of 1948 and putting who we are and what we do on display for the world. While impossible to capture the breadth of our ongoing efforts in one letter, below are several illustrations of how we've mobilized the incredible reach and flexibility of our networks and the commitment of our FedEx team members to respond to the pandemic:

- ▶ FedEx Express has globally transported more than 36 kilotons of personal protective equipment since February 1, 2020, including approximately 1.5 billion masks.
- ▶ FedEx Express stood up a special weekend operation — quickly adding 28 flight legs — to help the U.S. government move COVID-19 test specimens from more than 50 remote drive-through testing centers across 12 states.
- ▶ FedEx Ground quickly ramped up its operation to manage peak-like e-commerce volumes to support U.S. customers as they stay home and shop online in support of social distancing.
- ▶ FedEx Logistics has orchestrated more than 100 charter flights and 1,000 ocean containers to supply critical personal protective equipment.
- ▶ FedEx Cares has facilitated the transport of more than 7,300 humanitarian aid shipments globally through collaborations with our nonprofit partners — including personal protective equipment, medical shelters, boxes for food banks and more.

Future-ready strategies:

And while our strategic course at FedEx was plotted long before COVID-19 entered the picture, in many ways, the world accelerated to meet our existing strategy. The e-commerce growth we anticipated over a few years happened in a matter of a few months, with e-commerce as a percentage of the U.S. retail market increasing from 16% in calendar year 2019 to 27% in April 2020. This growth underscored the importance of our business initiatives that directly address the e-commerce market's inherent challenges, including FedEx Ground seven-day operations, in-home deliveries of large, bulky items through FedEx Freight Direct, and integration of SmartPost volume to increase density.

The flexibility and automation of the FedEx Ground network made it possible to react quickly to challenges faced by e-commerce shippers due to inventory imbalances and an increase in fulfillment from store. Additionally, the network-wide rollout of Dynamic Route Optimization technology — which gives service providers near-real-time data to plan the best routes and respond to local market trends — has continued throughout the pandemic and will be completed prior to the peak holiday shopping season of 2020. The strategic steps we are taking to manage yields and improve efficiency in our operations, specifically the last mile, will position FedEx Ground for sustainable, industry-leading margins.

To make costly last-mile deliveries more efficient, we're also continuing successful collaborations like Last Mile Optimization — now launched in 57 origin markets. To put the right package in the right network at the right cost to serve our customers, FedEx Express is contracting with FedEx Ground for the transport and delivery of select day-definite residential Express shipments. These are just a few of the future-ready strategies we're employing on the way to becoming the most successful North American package delivery company.

Building the network for what's next:

As depicted in the above chart, COVID-19 obviously adds uncertainties to an already tenuous global landscape given the trade disputes and the slowing industrial economy. Despite these external factors over which we have little control, we have enormous cause for optimism. We've shown our mettle amid a global crisis, and the world will continue to look to FedEx to deliver critical cargo. We are continuing to make progress on the integration of TNT, which will strengthen our global network capabilities for our customers.

On top of the world's most dynamic and omnipresent physical network, FedEx also has incredible data and insight. In May 2020, we announced a new multiyear collaboration with Microsoft to help transform commerce by combining the global digital and logistics network of FedEx with the power of Microsoft's intelligent cloud. Our first joint solution, FedEx Surround, will provide customers near-real-time insights — down to ZIP code, for example — to shine a digital light on the movement of physical inventory.

Building the network for what's next

Furthermore, we have launched SenseAware ID, our next generation sensor-based logistics device that provides real-time tracking of a package location while it's in the FedEx Express network using Bluetooth Low Energy. Initially, SenseAware ID will be limited to U.S. domestic FedEx First Overnight packages and will roll out nationwide by September 2020. This will provide competitive differentiation on our most premium services, and via FedEx Surround will allow for greater visibility, actionability and reliability on these shipments.

We believe blockchain and its insight into an authentic chain of custody will completely change worldwide supply chains. We continue to lead in exploring use cases across global customs clearance, health care and aerospace that have the potential to disrupt our industry for the better.

We're preparing Roxo, the FedEx On Demand Bot, for a second round of testing after last year's initial on-road tests and are making progress on legislation and regulatory approvals. There is much discussion of how autonomous robots like ours could help within a global pandemic like COVID-19, and we'll come out of this pandemic with a greater understanding of how FedEx can benefit customers — and society — through these devices.

You can expect us to continue to lead through technology and boost our capabilities at the intersection of the digital and physical world to position FedEx — an original market disruptor — to disrupt the market again.

Of course, none of these achievements would be possible without our FedEx team. I want to thank our Chief Financial Officer Alan Graf in particular, who is retiring from the company in December. Alan has been part of every significant decision over his 40 years of service at FedEx and has helped navigate tremendous growth, strategic investments, game-changing acquisitions and global challenges. FedEx would not be the \$69 billion globally admired corporation we are today without his leadership.

I am also extremely grateful for the commitment of each of our more than 500,000 team members around the world who deliver every day on the Purple Promise to make every FedEx experience outstanding. FedEx is the network for what's next, and we have the backing of the sharpest team in the business.



FREDERICK W. SMITH

Chairman of the Board and CEO

See "Risk Factors" and "Forward-Looking Statements" on pages 89-101 of the fiscal 2020 FedEx Corporation Annual Report on Form 10-K, included herein, for a discussion of potential risks and uncertainties that could materially affect our future performance.

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 10-K**

(Mark One)

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the fiscal year ended May 31, 2020.**

OR

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from _____ to _____.

Commission file number 1-15829

FEDEX CORPORATION

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

942 South Shady Grove Road, Memphis, Tennessee
(Address of Principal Executive Offices)

62-1721435
(I.R.S. Employer
Identification No.)

38120
(ZIP Code)

Registrant's telephone number, including area code: **(901) 818-7500**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$0.10 per share	FDX	New York Stock Exchange
0.700% Notes due 2022	FDX 22B	New York Stock Exchange
1.000% Notes due 2023	FDX 23A	New York Stock Exchange
0.450% Notes due 2025	FDX 25A	New York Stock Exchange
1.625% Notes due 2027	FDX 27	New York Stock Exchange
1.300% Notes due 2031	FDX 31	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the Registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the Registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the Registrant was required to submit such files). Yes No

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the Registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the Registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The aggregate market value of the common stock held by non-affiliates of the Registrant, computed by reference to the closing price as of the last business day of the Registrant's most recently completed second fiscal quarter, November 30, 2019, was approximately \$38.1 billion. The Registrant has no non-voting stock.

As of July 16, 2020, 261,954,496 shares of the Registrant's common stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the Registrant's definitive proxy statement to be delivered to stockholders in connection with the 2020 annual meeting of stockholders to be held on September 21, 2020 are incorporated by reference in response to Part III of this Report.

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PART I

ITEM 1. BUSINESS

Overview

FedEx Corporation (“FedEx”) was incorporated in Delaware on October 2, 1997 to serve as the parent holding company and provide strategic direction to the FedEx portfolio of companies. FedEx provides a broad portfolio of transportation, e-commerce and business services through companies competing collectively, operating independently and managed collaboratively, under the respected FedEx brand. These companies are included in the following reportable business segments:

- **FedEx Express:** Federal Express Corporation (“FedEx Express”), including TNT Express B.V. (“TNT Express”), is the world’s largest express transportation company, offering time-definite delivery to more than 220 countries and territories, connecting markets that comprise more than 99% of the world’s gross domestic product.
- **FedEx Ground:** FedEx Ground Package System, Inc. (“FedEx Ground”) is a leading North American provider of small-package ground delivery services. FedEx Ground provides low-cost, day-certain service to any business address in the U.S. and Canada, as well as residential delivery to 100% of U.S. residences through its FedEx Home Delivery service. FedEx SmartPost is a FedEx Ground service that specializes in the consolidation and delivery of high volumes of low-weight, less time-sensitive business-to-consumer packages.
- **FedEx Freight:** FedEx Freight Corporation (“FedEx Freight”) is a leading North American provider of less-than-truckload (“LTL”) freight services across all lengths of haul, offering: FedEx Freight Priority, when speed is critical to meet a customer’s supply chain needs; and FedEx Freight Economy, when a customer can trade time for cost savings. FedEx Freight also offers freight delivery service to most points in Puerto Rico and the U.S. Virgin Islands.
- **FedEx Services:** FedEx Corporate Services, Inc. (“FedEx Services”) provides sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and certain back-office functions that support our transportation segments.

The FedEx Office and Print Services, Inc. (“FedEx Office”) operating segment provides document and business services and retail access to our package transportation businesses. Additionally, the FedEx Logistics, Inc. (“FedEx Logistics”) operating segment provides customs brokerage and global ocean and air freight forwarding through FedEx Trade Networks Transport & Brokerage, Inc. (“FedEx Trade Networks Transport & Brokerage”); integrated supply chain management solutions through FedEx Supply Chain Distribution System, Inc. (“FedEx Supply Chain”); and critical inventory and service parts logistics and technology repair through FedEx Forward Depots, Inc. (“FedEx Forward Depots”). FedEx Office and FedEx Logistics are included in “Corporate, other and eliminations” in our segment reporting. For more information about FedEx Office and FedEx Logistics, please see “FedEx Office Operating Segment” and “FedEx Logistics Operating Segment.”

For more information about our reportable segments, please see “Business Segments.” For financial information concerning our reportable segments, refer to the accompanying financial section, which includes management’s discussion and analysis of results of operations and financial condition and our consolidated financial statements.

Our website is located at fedex.com. Detailed information about our services, e-commerce tools and solutions, and citizenship efforts can be found on our website. In addition, we make our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and all amendments to such reports available, free of charge, through our website, as soon as reasonably practicable after they are filed with or furnished to the Securities and Exchange Commission (“SEC”). The Investor Relations section of our website, investors.fedex.com, contains a significant amount of information about FedEx, including our SEC filings and financial and other information for investors. The information that we post on our Investor Relations website could be deemed to be material information. We encourage investors, the media and others interested in FedEx to visit this website from time to time, as information is updated and new information is posted. The information on our website, however, is not incorporated by reference in, and does not form part of, this Annual Report on Form 10-K (“Annual Report”).

Except as otherwise specified, any reference to a year indicates our fiscal year ended May 31 of the year referenced. References to our transportation segments include, collectively, the FedEx Express segment, the FedEx Ground segment, and the FedEx Freight segment.

COVID-19 Pandemic

During 2020, an outbreak of a new strain of coronavirus (“COVID-19”) was declared a pandemic by the World Health Organization. We began to experience business impacts from the COVID-19 pandemic as early as January 2020 when transpacific traffic was affected by the shutdowns in China and curtailment of commercial air flights. While commercial volumes were down due to business closures across the world, FedEx Ground residential delivery volumes increased to seasonal peak levels during the fourth quarter of 2020 due to stay-at-home orders and other pandemic responsive measures. Additionally, we experienced a surge in transpacific and charter flight demand at FedEx Express in the fourth quarter of 2020, as airfreight capacity was limited due to restrictions on commercial activities.

Due to the crucial role we play in moving supply chains and delivering critical relief, FedEx is considered an essential business and is continuing to operate under state-of-emergency and stay-at-home orders issued in the U.S. and globally. FedEx remains committed to assisting our customers as they work to manage their supply chains and inventories. We are flexing our networks and making adjustments as needed to align with volumes and operating conditions, such as:

- Launching the Air Operations Coordination Center to effectively match capacity to demand at FedEx Express. Through this coordinated approach, we reduced U.S. domestic flight hours in the fourth quarter of 2020 and redeployed flight hours to international regions.
- Repurposing FedEx SmartPost facilities for small or large package sortation to keep pace with demand for residential services, and adding new, low-cost regional FedEx Ground sort facilities designed to handle shorter zone residential volumes into certain key markets.
- Implementing temporary surcharges on FedEx Express international package and airfreight shipments, effective April 6, 2020, and on all oversized and residential U.S. domestic packages at FedEx Express and FedEx Ground, effective June 8, 2020.
- Temporarily suspending money-back guarantees for all FedEx Express, FedEx Ground, FedEx Freight and same-day FedEx Office services.
- Increasing hiring at FedEx Ground, and making temporary reductions in certain other workforces.

As we focus on managing our business and operations in response to the COVID-19 pandemic, the safety of our team members, our customers and the communities in which we operate is our top priority. We are taking measures to adhere to all regulations and guidelines from government authorities related to the containment of COVID-19 and to protect and promote health and safety, including:

- Providing gloves, masks and other personal protective equipment (“PPE”), as well as hand sanitizer and disinfectant wipes, to our team members.
- Suspending signature requirements for most deliveries to help team members and customers maintain a safe social distance.
- Working with customers to accommodate special requests around modified store hours, closings, and delivery alternatives to comply with applicable government restrictions and safety guidance.
- Diverting traffic away from hubs and stations in severely affected locations to decrease the number of people in our facilities.
- Promoting social distancing on the job, including measures on employee shuttles and in common areas.
- Increasing the frequency and intensity of janitorial cleaning.
- Educating team members about prevention, including hygiene and cleaning.
- Launching symptom screening processes, including temperature testing, and implementing free voluntary COVID-19 testing for eligible employees and vendors in Memphis, Tennessee and the surrounding areas at the FedEx Express World Headquarters.
- Devoting extensive resources to assisting employees diagnosed with COVID-19, and providing paid leave to employees who are diagnosed with COVID-19 or have been quarantined due to being in close contact with a diagnosed individual.

- Temporarily closing a small number of FedEx Office stores, and operating other FedEx Office stores at reduced hours.
- Implementing a work-from-home policy for most staff positions and suspending non-critical business travel.

We are committing transportation and logistics support to humanitarian relief agencies as they respond to the COVID-19 pandemic. For example, we have contracted with the U.S. Department of Health and Human Services (“HHS”) to provide expedited shipping of PPE and other supplies critical to COVID-19 relief efforts from manufacturers around the world to the United States. The operation aims to accelerate delivery of PPE and other medical supplies, moving them via air instead of ocean. We have also provided shipping support in a collaborative effort among retailers and healthcare companies led by the White House, the HHS and the Federal Emergency Management Agency to enable quick processing of COVID-19 test specimens to help prevent spread of the virus.

For more information about the COVID-19 pandemic and its effect on FedEx’s business, results of operations and financial condition, see Item 1A (“Risk Factors”) and Item 7 (“Management’s Discussion and Analysis of Results of Operations and Financial Condition”) of this Annual Report.

Strategy

FedEx has developed a unique business strategy whereby our companies compete collectively, operate independently and manage collaboratively, which allows us to provide a broad portfolio of transportation, e-commerce and business services to our customers. Our companies compete collectively by standing as one brand worldwide and speaking with one voice; they operate independently by focusing on our independent networks to meet distinct customer needs; and they manage collaboratively by working together to sustain loyal relationships with our workforce, customers and investors.

Our “compete collectively, operate independently, manage collaboratively” strategy allows us to manage our business as a portfolio, in the long-term best interest of the enterprise, not a particular operating company. As a result, we base decisions on capital investment, expansion of delivery, information technology and retail networks, and service additions or enhancements upon achieving the highest overall long-term return on capital for our business as a whole. For each FedEx company, we focus on making appropriate investments in the technology and assets necessary to optimize our long-term earnings performance and cash flow. Our business strategy also provides flexibility in sizing our operating companies to align with varying macroeconomic conditions and customer demand for the market segments in which they operate, allowing us to leverage and manage change. Volatility, uncertainty and evolution have become the norms in the global transportation market, and we are able to use our flexibility to accommodate changing conditions in the global economy, including the continued growth of e-commerce. To that end, we continue to modernize our aircraft fleet with more fuel efficient and lower-emission aircraft, expand our operations at FedEx Ground where we continue to see growing package volumes, realign our systems and develop innovative service offerings.

We believe that operating independent networks, each focused on its own respective markets, enhances service quality and reliability from each business unit. Each FedEx company focuses on the market sectors in which it has the most expertise and can be independently enhanced and managed to provide outstanding service to our customers. Each company’s operations, cost structure and culture are designed to serve the unique customer demands of a particular market segment and as a result, we are able to adapt our networks in response to changing needs. While our companies operate independently, we continually look for ways to leverage our unique strengths in key areas across the FedEx enterprise. For example, in 2020 we began directing certain U.S. day-definite, residential FedEx Express shipments into the FedEx Ground network in order to optimize the cost of last-mile residential deliveries. We expect last-mile optimization will allow us to increase efficiency and lower our cost-to-serve as e-commerce growth continues. FedEx Ground and FedEx Freight are also collaborating to handle the significant increases in e-commerce and large package volume caused by the COVID-19 pandemic.

Additionally, by focusing on the following five key areas, we believe we will continue to uniquely position FedEx for long-term success:

- **E-commerce:** Residential e-commerce is the fastest growing area of our business, as the internet is increasingly being used to purchase goods and services. Through our global transportation and technology networks, we contribute to and benefit from the growth of e-commerce. We are investing in new technologies, optimizing deliveries and using innovative solutions to make delivery to consumers more flexible, convenient, efficient and cost-effective. The COVID-19 pandemic has accelerated e-commerce adoption globally and forced us to accelerate many of these enhancements, which has made us more competitive and positions us for future success.
- **Business-to-business shipping:** Business-to-business shipping accounts for the majority of FedEx revenues. As the global economy recovers from the effects of the COVID-19 pandemic, we will continue to help our business customers obtain more visibility into their supply chains and near real-time information to manage inventory in motion, and refine our unique menu of services to fit virtually all shipping needs of high-tech and high-value-added industries.

- **Operational Excellence:** Our business strategy allows us to respond to our current and potential customers' evolving needs in a cost-effective manner. Operational excellence in today's world must be enabled by best-in-class technology, which we are using in a number of ways to increase efficiency across FedEx.
- **International Profitability:** With customers in more than 220 countries and territories, we are establishing a foundation for increased international profitability through our aircraft fleet modernization program, integration of TNT Express and streamlined regional organizational structure at FedEx Express. Despite the recent trade tensions, we continue to believe that globalization will drive international volume growth over the long term.
- **Revenue Quality:** We are working to improve revenue quality by renewing focus on small and medium-sized businesses and strategically managing our large business-to-business customer portfolio so that yields are compensatory for the comprehensive services we provide.

Through our global transportation, information technology and retail networks, we help to facilitate an ongoing and unprecedented expansion of customer access — to goods, services and information. We believe it would be extremely difficult, costly and time-consuming to replicate our global network, which includes the world's largest all-cargo air fleet and connects more than 99% of the world's gross domestic product. We continue to position our companies to facilitate and capitalize on this access and to achieve stronger long-term growth, productivity and profitability.

During 2020 and early 2021, we have introduced a number of innovative solutions, advanced important long-term business initiatives and made other important investments that benefit our customers, employees and communities, including:

- Expanding FedEx Ground residential delivery operations to seven days per week year-round for the majority of the U.S. population.
- Optimizing last-mile residential deliveries by beginning to use the FedEx Ground network for the transport and delivery of certain U.S. day-definite, residential FedEx Express shipments.
- Committing transportation and logistics support to humanitarian relief agencies as they respond to the COVID-19 pandemic. For example, we have contracted with the HHS to provide expedited shipping of PPE and other supplies critical to COVID-19 relief efforts from manufacturers around the world to the United States.
- Investing in technology to further enhance our networks and reduce costs. For example, in 2020 FedEx Ground began offering dynamic route optimization technology, near real-time data that can be used by service providers to plan efficient delivery routes and make decisions about vehicle mix and workforce to accommodate the volume associated with e-commerce growth.
- Announcing a new, multi-year collaboration with Microsoft to transform commerce and enhance FedEx's global supply chain and logistics network.
- Progressing the FedEx Express/TNT Express integration by substantially completing projects that allow for European ground network interoperability.
- Continuing the integration of FedEx SmartPost packages given to the U.S. Postal Service ("USPS") into FedEx Ground standard operations, which allows us to increase the efficiency and density of our last-mile residential deliveries.
- Addressing the needs of the growing e-commerce market for delivery of heavy, bulky products to residences and businesses by continuing to make operational changes at FedEx Ground and introducing FedEx Freight Direct, the first standardized FedEx service to make deliveries through the door and into homes.
- Beginning testing of Roxo, the FedEx SameDay Bot, in select markets and collaborating with two business partners to launch a pilot drone delivery service to explore methods of enhancing last-mile residential delivery.
- Advancing our multi-year investments to significantly expand the FedEx Express hub in Indianapolis and modernize the FedEx Express World Hub in Memphis.
- Continuing our successful aircraft fleet modernization strategy by replacing our oldest and least efficient aircraft with Boeing 777 Freighter ("B777F") aircraft and Boeing 767-300 Freighter ("B767F") aircraft, which has helped us improve fuel efficiency and fleet reliability in recent years.
- Progressing the nationwide expansion of the FedEx retail channel with companies such as Walgreens, Dollar General, Walmart, Albertsons and Kroger, and expanding FedEx Returns Technology to the Walgreens retail network.

- Launching FedEx Cares 50 by 50, the next stage of our global community engagement program, with the goal of positively impacting 50 million people around the world by our 50th anniversary in 2023.

Reputation and Responsibility

By competing collectively under the FedEx brand, our operating companies benefit from one of the world's most recognized brands. FedEx is one of the most trusted and respected companies in the world, and the FedEx brand name is a powerful sales and marketing tool. Among the many reputation awards we received during 2020, FedEx ranked 14th in *FORTUNE* magazine's "World's Most Admired Companies" list — the 20th consecutive year FedEx has ranked among the top 20 in the *FORTUNE* Most Admired Companies list, with 15 of those years ranking among the top 10. FedEx was also named one of "America's Most Responsible Companies" by *Newsweek* in 2020, ranking higher than any other "Travel, Transport & Logistics" company included on the list. Additionally, FedEx was included on the *Forbes*/Reputation Institute 2019 "World's Most Reputable Companies" list, which measures the reputations of thousands of the world's most prestigious companies, and was named to *Forbes* 2019 list of the "World's Most Valuable Brands."

FedEx is well recognized as a leader, not only in the transportation industry and for technological innovation, but also in global citizenship. We understand that a sustainable global business is tied to our global citizenship, and we are committed to connecting the world responsibly and resourcefully. Our latest published update to our global citizenship report is available at sustainability.fedex.com. This report describes how we think about our responsibilities in the area of global citizenship and includes important goals and metrics that demonstrate our commitment to fulfilling these responsibilities.

Our People

Along with a strong reputation among customers and the general public, FedEx is widely acknowledged as a great place to work. For example, FedEx was named to *FORTUNE* magazine's list of the "100 Best Companies to Work For" in the U.S. and listed as one of the "World's Best Employers" by *Forbes* in 2019.

At FedEx, it is our people — our greatest asset — that give us our strong reputation. In addition to superior physical and information networks, FedEx has an exemplary human network, with more than 500,000 team members united by our People-Service-Profit corporate principles. We are committed to providing a safe, healthy and alcohol- and drug-free workplace consistent with our longstanding "Safety Above All" philosophy, which is backed by strict policies, robust team member education and safety recognition awards, along with continued investments in technology. Our retirement plan strategy continues to evolve to remain competitive while continuing to provide employees an opportunity to plan for their future. Additionally, we support the physical and behavioral health and well-being of our team members and their families by providing an array of programs that help our people and their loved ones stay at their best level of health.

The FedEx workforce is as diverse as the world we serve, and we believe that everyone deserves respect. We are committed to the education, recruitment, development and advancement of diverse team members worldwide, and are recognized for our commitment to those efforts. For instance, in 2020 FedEx was named one of the "Best Workplaces for Diversity" by global research and consulting firm Great Place to Work and *FORTUNE* magazine, and one of the "Best Employers for Diversity" in the U.S. by *Forbes*. Additionally, in 2019 FedEx was named a "Best-of-the-Best Corporation for Inclusion" by the National Gay and Lesbian Chamber of Commerce and the National Business Inclusion Consortium, one of *Black Enterprise* magazine's "50 Best Companies for Diversity" and one of "America's Top Corporations for Women's Business Enterprises" by the Women's Business Enterprise National Council. FedEx was also included on *FORTUNE* magazine's "100 Best Workplaces for Millennials" list for 2018.

Fostering acceptance, promoting anti-biases and encouraging a more inclusive society are core values to who we are and how we operate. A key driver of our commitment to diversity and inclusion is the FedEx Corporate Diversity Council, in which members collaborate across the enterprise to motivate and inspire each other, share best practices and support multicultural programs within the company and communities we serve. We are also proud of our long-standing history of supporting and fostering relationships with organizations that are working to make our society more equitable and just, such as the National Association for the Advancement of Colored People and the National Civil Rights Museum. For additional information on our diversity and inclusion initiatives, see sustainability.fedex.com.

FedEx Express has created *Purple Runway—A FedEx Pathways Program*, an industry-leading pilot-development program, as well as a related aviation scholarship program. FedEx Express has also partnered with the University of Memphis to provide FedEx Express team members in Memphis, Indianapolis, Oakland, Los Angeles and Newark the chance to earn a tuition-free online degree. Additionally, through our internal Purple Promise and Humanitarian Award programs, we recognize and reward employees who enhance customer service and promote human welfare. For additional information on our people-first philosophy and workplace initiatives, see sustainability.fedex.com.

Our Community

FedEx is committed to actively supporting the communities we serve worldwide through the strategic investment of our people, resources and network. FedEx Cares, our global community engagement program, is one way we work to connect people and possibilities. We provide financial contributions, in-kind charitable shipping services and team member volunteering to help non-profit organizations achieve their goals and make a measurable impact on the world. We focus our effort in the following three focus areas:

- *Global Entrepreneurship*: Providing women and minority entrepreneurs everywhere with the tools they need to succeed.
- *Delivering for Good*: Lending our global network and our unparalleled logistics expertise to organizations with mission-critical needs, especially in times of disaster, and to help communities heal, learn and thrive.
- *Sustainable Logistics*: Sharing our global logistics expertise to improve urban mobility and accelerate progress toward more sustainable fleets in order to restore and protect the natural environment.

After exceeding our goal to invest \$200 million in 200 global communities by 2020 six months early, we launched FedEx Cares 50 by 50 with the goal of positively impacting 50 million people around the world by our 50th anniversary in 2023. FedEx also supports communities throughout the U.S. with its annual FedEx Cares United Way giving campaign. Additionally, FedEx team members provided over 105,000 volunteer hours during 2019.

For additional information on our community involvement and our FedEx Cares strategy, visit fedexcares.com.

Additionally, we help to lift economies by investing in people and communities where we live and work. This includes seeking diverse suppliers and strengthening our supply chain by sourcing from small, minority- and women-owned businesses. See sustainability.fedex.com for more information.

The Environment

Our “Reduce, Replace, Revolutionize” approach guides environmental efforts to drive the responsible and efficient use of resources, optimize our business, lower costs and deliver value in four key areas: aircraft efficiency, vehicle efficiency, sustainable facilities and sustainable manufacturing and recycling. Collectively, our sustainability efforts have contributed to an approximately 40% reduction in CO₂ emissions intensity (on a revenue basis) at FedEx from 2009 to 2019.

We continue to work towards our goal to reduce aircraft emissions intensity by 30% from a 2005 baseline by calendar 2020. In 2019, we achieved a 24% reduction in aircraft emissions intensity since 2005 through a combination of our aircraft fleet modernization and operational programs. We have also established a goal of obtaining 30% of our jet fuel from alternative fuels by calendar 2030. To reduce the cost of fuel use and associated greenhouse gas (“GHG”) emissions, we are replacing many of our older airplanes with more fuel-efficient models, and we have implemented efficiencies in flight operations through our global FedEx Fuel Sense program. These two initiatives saved more than 250 million gallons of jet fuel and avoided more than 2.4 million metric tons of CO₂e emissions in 2019. Additionally, our first delivery of alternative jet fuel is anticipated in the second half of fiscal 2021.

FedEx Express has also established a goal to increase vehicle fuel efficiency by 50% from a 2005 baseline by 2025. Through 2019, our efforts collectively resulted in a 41% improvement in FedEx Express vehicle fuel efficiency from our 2005 baseline. Additionally, FedEx Ground has recently achieved several ambitious sustainability goals focused on renewable energy, alternative fuels, energy efficiency and waste diversion.

We are committed to revolutionizing our vehicle fleet with alternative fuels and innovative technologies. We have an impressive global alternative fuel fleet with more than 4,000 alternative fuel vehicles, including hybrid, electric, compressed or liquefied natural gas, liquefied petroleum gas and hydrogen fuel cell vehicles. In 2018 we placed a reservation for 20 fully electric semi trucks which will be operated by FedEx Freight, and FedEx Express is adding 1,000 Chanje V8100 electric delivery vehicles to its fleet. We are developing innovative charging infrastructures to support the continued rollout of our electric vehicle fleet. Further, innovative approaches such as vehicle platooning offer the potential to increase truck fuel efficiency while improving safety.

Our zero-emission FedEx SameDay Bot and pilot drone delivery service, which are discussed in more detail below under “FedEx Services Segment — Customer-Driven Technology,” have potential to serve as environmentally friendly alternatives for last-mile residential package deliveries. We also continue to leverage the efficiency of intermodal rail transport for long-haul shipping at FedEx Ground and FedEx Freight, and promote the use of electric vehicles and alternative fuels by independent service providers in our shipping network.

The efficient operation of our air and ground hubs, local stations, freight service centers and retail locations is critical to achieving our business and sustainability goals. At 26 FedEx facilities around the world, renewable and alternative energy systems, including on- and off-site solar, as well as fuel cell technologies, generated over 36 million kilowatt-hours of clean energy in 2019. In addition, 22 FedEx Express facilities in the U.S. have received certification in Leadership in Energy and Environmental Design (LEED[®]), the U.S. Green Building Council's system for rating the environmental performance of buildings. FedEx Express has made LEED certification the standard for newly built U.S. facilities. In addition, FedEx Express also has three LEED-certified facilities outside the U.S., while FedEx Ground has six LEED-certified facilities and FedEx Freight and FedEx Office each have one, all of which are in the U.S. Over 600 FedEx facilities are certified to the ISO 14001 environmental management system standard.

We also continue to evaluate the environmental impacts of our packaging and copy and print services, and minimize waste generation through efforts that include recycling, the use of copy paper with recycled content and working with customers to optimize package size and design, among other environmentally responsible available choices. We purchase the vast majority of our paper from suppliers who are certified by sustainable forest programs, such as the Forest Stewardship Council. During 2019, 99.8% of all paper purchased by FedEx Office was third-party certified. We also use FedEx-branded cardboard packaging at FedEx Express and FedEx Ground, which is 100% recyclable and made from 45% recycled content. The longstanding paper shredding and recycling service at FedEx Office allows customers to bring any documents, including sensitive items such as tax returns, to a FedEx Office location and have them securely and confidentially shredded, then recycled. During 2019, almost ten million pounds of paper were shredded and recycled through the service.

As our business grows to meet the accelerating demands of e-commerce and other shipping needs, our waste management strategies help ensure we recycle more of our own waste and encourage customers to recycle our packaging. In 2019, 59% of the waste generated in our operations was sent to recyclers. One example of our environmentally responsible activities is the Sustainable Purchasing Leadership Council, a U.S. nonprofit organization that supports and recognizes sustainable procurement of which we are a founding member. We continue to support the Council by participating in technical advisory groups and applying best practice guidance to our own supply chain sustainability initiatives. For additional information on the ways we are minimizing our impact on the environment, see *sustainability.fedex.com*.

Governance

The FedEx Board of Directors is comprised of a majority of independent directors and is committed to the highest quality corporate governance and accountability to stockholders. Our Board of Directors periodically reviews all aspects of our governance policies and practices, including our Corporate Governance Guidelines and our Code of Conduct, in light of best practices and makes whatever changes it deems appropriate to further our longstanding commitment to the highest standards of corporate governance. The Guidelines and the Code of Conduct, which apply to all of our directors, officers and employees, including our principal executive officer and senior financial officers, are available on the Governance & Citizenship page of the Investor Relations section of our website at *investors.fedex.com*. We will post on the Governance & Citizenship page of the Investor Relations section of our website information regarding any amendment to, or waiver from, the provisions of the Code of Conduct to the extent such disclosure is required.

Business Segments

The following describes in more detail the operations of each of our principal operating segments:

FedEx Express Segment

FedEx Express and TNT Express

Overview

FedEx Express invented express distribution over 45 years ago in 1973 and remains the industry leader, providing rapid, reliable, time-definite delivery of packages and freight to more than 220 countries and territories through an integrated global network. In 2016, we acquired TNT Express, a leading international express transportation, small-package ground delivery and freight transportation company.

FedEx Express offers a wide range of U.S. domestic and international shipping services for delivery of packages and freight, connecting markets that generate more than 99% of the world's gross domestic product through door-to-door, customs-cleared service, historically with a money-back guarantee. In response to the COVID-19 pandemic, in March 2020 we temporarily suspended our money-back guarantee for all FedEx Express services. FedEx Express's unmatched air route authorities and extensive transportation infrastructure, combined with leading-edge information technologies, make it the world's largest express transportation company. As of May 31, 2020, FedEx Express employed approximately 245,000 employees (including approximately 43,000 employees at TNT Express) and had approximately 98,000 drop-off locations (including FedEx Office stores and FedEx OnSite locations, such as approximately 14,000 Walgreens, Dollar General, Albertsons and Kroger stores), 679 aircraft and approximately 79,000 vehicles (including approximately 11,000 owner-operated vehicles that support TNT Express) in its global network.

FedEx Express also provides time-critical shipment services through FedEx Custom Critical, Inc. ("FedEx Custom Critical") and, effective June 1, 2020, cross-border enablement and technology solutions and e-commerce transportation solutions through FedEx Cross Border Holdings, Inc. ("FedEx Cross Border") and its subsidiary P2P Mailing Limited.

Services

FedEx Express offers a wide range of U.S. domestic and international shipping services for delivery of packages and freight. FedEx Express offers three U.S. domestic overnight package delivery services: FedEx First Overnight, FedEx Priority Overnight and FedEx Standard Overnight. FedEx SameDay service is available 365 days a year throughout all 50 states for urgent shipments up to 150 pounds. FedEx Express also offers U.S. express overnight and deferred freight services to handle the needs of the time-definite freight market.

International express and deferred package delivery is available to more than 220 countries and territories, with a variety of time-definite services to meet distinct customer needs. FedEx International Priority provides time-definite delivery typically in one, two or three business days. FedEx International Economy provides time-definite delivery typically in two to five business days. FedEx International First provides time-definite delivery to select postal codes in more than 25 countries and territories, with delivery to select U.S. ZIP Codes as early as 8:00 a.m. from nearly 200 countries and territories in one or two business days, delivery by 10:00 a.m. in one business day from the U.S. to Canada and by 11:00 a.m. in one business day from the U.S. to Mexico. FedEx Express also offers domestic pickup-and-delivery services within certain non-U.S. countries, including France, the United Kingdom, Australia, Brazil, Italy, Canada, Mexico, Poland, India, China and South Africa. In addition, FedEx Express offers comprehensive international express and deferred freight services, real-time tracking and advanced customs clearance.

We also provide FedEx Delivery Manager, which allows our U.S. residential customers to customize home deliveries to fit their schedule by providing a range of options to schedule dates, locations and times of delivery. By signing up at [fedex.com](https://www.fedex.com), customers can receive notification of FedEx Express packages en route to their homes, and can choose various delivery options.

For information regarding FedEx Express e-shipping tools and solutions, see "FedEx Services Segment — Customer-Driven Technology."

TNT Express provides two types of express services — Express and Economy Express. The Express services are day-definite and delivered next-day or fastest-by-air for distances for which next-day is not possible. The Economy Express services are also day-definite and are delivered fastest-by-road, except for intercontinental deliveries which depend on air. For both Express and Economy Express services, TNT Express has time-definite options for customers requiring delivery before a certain time. TNT Express also provides specialized or extremely urgent deliveries which include products such as same-day, value-added and non-standard freight services.

International Expansion

Over the years, acquisitions have given us more robust global transportation networks and added capabilities in important international markets. In 2016 we acquired TNT Express, which is the largest acquisition in FedEx history. This acquisition rapidly accelerates our European and global growth, substantially enhances our global footprint through TNT Express's lower-cost road networks in Europe, the Middle East and Asia, and expands our capabilities and solutions for our customers. The integration of FedEx Express and TNT Express is complex as it spans over 200 countries and territories and involves combining our pickup-and-delivery operations at a local level, our global and regional air and ground networks, and our extensive operations, customs clearance, sales and back-office information technology systems.

In the fourth quarter of 2020, we substantially completed projects across our European hub and station locations that allow interoperability between the ground networks for both FedEx Express and TNT Express packages. The integration of European customs clearance and brokerage services was also substantially completed during 2020. The next key integration milestones include completing the integration of the FedEx Express and TNT Express linehaul and pickup-and-delivery operations and beginning to offer an enhanced portfolio of international services during 2021. While we expect to make significant progress on integration activities in 2021, particularly in Europe, integration work will continue after 2021. Due to delays caused by the COVID-19 pandemic, we now expect to complete the final phase of international air network interoperability in early calendar 2022. For more information about the integration, see Item 1A (“Risk Factors”) and Item 7 (“Management’s Discussion and Analysis of Results of Operations and Financial Condition”) of this Annual Report.

We also have expanded our capabilities in the Asia-Pacific markets, including through the establishment of: our Asia-Pacific hub at the Guangzhou Baiyun International Airport in southern China, which began operations in 2009; our North Pacific regional hub at the Kansai International Airport in Osaka, Japan, which opened in 2014 and serves as a consolidation point for shipments from northern Asia to the U.S.; and our International Express and Cargo Hub in Shanghai, which opened in 2018 at Shanghai’s Pudong International Airport. During 2020, we added 14 new Asia-Pacific origin markets for FedEx International First service to the U.S. and Canada. These developments allow us to continue to better serve our global customers doing business in the Asia-Pacific markets.

To facilitate the use of our growing international network, we offer a full range of international trade consulting services and a variety of online tools that enable customers to more easily determine and comply with international shipping requirements.

U.S. Postal Service Agreement

In 2013, FedEx Express entered into a new seven-year agreement with the USPS under which FedEx Express provides airport-to-airport transportation of USPS First Class Mail, Priority Mail Express and Priority Mail within the United States. In 2017, the parties entered into an amendment to the agreement whereby the initial renewal period provided in the agreement was exercised in part and the agreement’s period of performance was extended through September 29, 2024. FedEx Express also provides transportation and delivery for the USPS’s international delivery service called Global Express Guaranteed under a separate agreement. For more information about our relationship with the USPS, see Item 1A (“Risk Factors”) of this Annual Report.

Pricing

FedEx Express periodically publishes updates to the list prices for the majority of its services in its Service Guides. In general, shipping rates are based on the service selected, origin, destination, weight, size, any ancillary service charge and whether the customer charged the shipment to a FedEx account. On January 6, 2020, FedEx Express implemented a 4.9% average list price increase for U.S. domestic, U.S. export and U.S. import services. FedEx Express also applied peak holiday season surcharges from November 18, 2019 through January 5, 2020 for shipments that required additional handling and from October 21, 2019 through January 5, 2020 for shipments that were oversized. Effective January 20, 2020, FedEx Express made general changes to surcharge criteria for certain packages that require additional handling or are oversized. Additionally, in order to manage demand and capacity constraints in connection with the COVID-19 pandemic, on April 6, 2020 FedEx Express and TNT Express implemented temporary surcharges on all international package and airfreight shipments, and on June 8, 2020 FedEx Express implemented temporary surcharges on oversized and residential U.S. domestic package shipments.

FedEx Express has an indexed fuel surcharge for U.S. domestic and U.S. outbound shipments and for shipments originating internationally, where legally and contractually possible. FedEx Express fuel surcharges are adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two weeks prior to the week in which it is assessed. Some FedEx Express international fuel surcharges incorporate a timing lag of approximately six to eight weeks. On March 2, 2020, we updated the tables used to determine our fuel surcharges at FedEx Express. The weighted-average U.S. domestic and outbound fuel surcharges for the past three years were: 2020 — 6.3%; 2019 — 7.5%; and 2018 — 4.8%. See the “Results of Operations and Outlook — Consolidated Results — Fuel” section of Item 7 (“Management’s Discussion and Analysis of Results of Operations and Financial Condition”) of this Annual Report for a description and discussion of the net impact of fuel on our operating results.

TNT Express periodically updates list prices for the majority of its services. In general, shipping rates are based on the selected service, destination zone, (volumetric) weight, and any ancillary service charge. TNT Express offers its customers discounted prices generally based on actual or potential volumes and/or revenue. TNT Express has an indexed fuel surcharge that varies by region or country and by product. The fuel surcharge percentage is subject to monthly adjustment based upon the price of a designated fuel type.

If a customer has requirements that fall outside of TNT Express’s standard service levels, but are acceptable under its standard operating procedures, TNT Express will provide the service with an additional charge to cover the additional costs incurred. For instance, collections and deliveries in certain remote and less accessible locations will incur an out-of-area charge.

Operations

FedEx Express's primary sorting facility, located in Memphis, serves as the center of the company's multiple hub-and-spoke system. A second national hub facility is located in Indianapolis. We are making investments over multiple years in our facilities of approximately \$1.5 billion to significantly expand the Indianapolis hub and approximately \$1.5 billion to modernize the Memphis World Hub. In addition to these national hubs, FedEx Express operates regional hubs in Fort Worth, Newark, Oakland and Greensboro and major metropolitan sorting facilities in Chicago and Los Angeles.

Facilities in Anchorage, Paris, Cologne, Guangzhou and Osaka serve as sorting facilities for express package and freight traffic moving to and from Asia, Europe and North America. Additional major sorting and freight handling facilities are located at Narita Airport in Tokyo and Stansted Airport outside London. The facilities in Paris, Cologne, Guangzhou and Osaka are also designed to serve as regional hubs for their respective market areas. A facility in Miami — the Miami Gateway Hub — serves our South Florida, Latin American and Caribbean markets.

Throughout its worldwide network, FedEx Express operates city stations and employs a staff of customer service agents, cargo handlers and couriers who pick up and deliver shipments in the station's service area. In some international areas, independent agents ("Global Service Participants") have been selected to complete deliveries and to pick up packages. TNT Express also relies upon subcontractors and agents to conduct certain of its pickup-and-delivery and linehaul operations. For more information about our sorting and handling facilities, see Part I, Item 2 ("Properties") of this Annual Report under the caption "FedEx Express Segment."

FedEx Office offers retail access to FedEx Express shipping services at all of its retail locations. FedEx Express also has alliances with certain other retailers to provide in-store drop-off sites, including at more than 14,000 Walgreens, Dollar General, Walmart, Albertsons and Kroger stores. Our unmanned FedEx Drop Boxes provide customers the opportunity to drop off packages in office buildings, shopping centers and corporate or industrial parks.

Services are delivered by TNT Express through a combination of physical infrastructures such as hubs, depots and vehicles, and electronic infrastructures such as track-and-trace systems. TNT Express operates road networks in Europe, the Middle East, Asia, Australia and South America. TNT Express's unique European road network connects more than 40 countries through 34 road hubs and over 540 depots.

Fuel Supplies and Costs

During 2020, FedEx Express purchased jet fuel from various suppliers under contracts that vary in length and which provide for estimated amounts of fuel to be delivered. The fuel represented by these contracts is purchased at market prices. We do not have any jet fuel hedging contracts. See "Pricing" above.

The following table sets forth FedEx Express's costs for jet fuel and its percentage of FedEx Corporation consolidated revenues for the last five fiscal years (amounts for 2017 to 2020 include TNT Express):

Fiscal Year	Total Jet Fuel Cost (in millions)	Percentage of Consolidated Revenue
2020	\$ 2,265	3.3%
2019	2,847	4.1
2018	2,460	3.8
2017	1,999	3.3
2016	1,726	3.4

Most of FedEx Express's vehicle fuel needs are satisfied by retail purchases with various discounts.

Competition

As described in Item 1A ("Risk Factors") of this Annual Report, the express package and freight markets are both highly competitive and sensitive to price and service, especially in periods of little or no macroeconomic growth. The ability to compete effectively depends upon price, frequency, capacity and speed of scheduled service, ability to track packages, extent of geographic coverage, reliability, innovative service offerings and the fit within the customer's overall supply chain.

Competitors within the U.S. include other package delivery concerns, principally United Parcel Service, Inc. (“UPS”), passenger airlines offering express package services, regional delivery companies, air freight forwarders and the USPS. FedEx Express’s and TNT Express’s principal international competitors are DHL, UPS, DPD (a subsidiary of France’s La Poste’s GeoPost), General Logistics Systems (a Royal Mail-owned parcel delivery group), foreign postal authorities, passenger airlines, air freight forwarders, regional carriers, and all-cargo airlines. We also compete with startup companies that combine technology with crowdsourcing to focus on local market needs. In addition, some high volume package shippers, such as Amazon.com, are developing and implementing in-house delivery capabilities and utilizing independent contractors for deliveries, and may be considered competitors. For example, Amazon.com is investing significant capital to establish a network of hubs, aircraft and vehicles. Many of FedEx Express’s international competitors are government-owned, -controlled or -subsidized carriers, which may have greater resources, lower costs, less profit sensitivity and more favorable operating conditions than FedEx Express.

Employees

Donald F. Collieran is the President and Chief Executive Officer of FedEx Express, which is headquartered in Memphis, Tennessee. As of May 31, 2020, FedEx Express employed approximately 183,000 permanent full-time and approximately 62,000 permanent part-time employees (including approximately 35,000 permanent full-time employees and approximately 8,000 permanent part-time employees at TNT Express).

The pilots of FedEx Express, who are a small number of its total employees, are represented by the Air Line Pilots Association, International (“ALPA”) and are employed under a collective bargaining agreement that took effect in 2015. The collective bargaining agreement is scheduled to become amendable in November 2021. In addition to our pilots at FedEx Express, certain of FedEx Express’s non-U.S. employees are unionized.

Attempts by other labor organizations to organize certain other groups of FedEx Express employees occur from time to time. Although these organizing attempts have not resulted in any certification of a U.S. domestic collective bargaining representative of FedEx Express employees (other than ALPA), we cannot predict the outcome of these labor activities or their effect, if any, on FedEx Express or its employees. For more information, see Item 1A (“Risk Factors”) of this Annual Report. FedEx Express believes its employee relations are excellent.

FedEx Custom Critical

Effective March 1, 2020, FedEx Custom Critical is included in the FedEx Express segment. FedEx Custom Critical provides a range of expedited, time-specific freight-shipping services throughout the U.S., Canada and Mexico. Among its services are Surface Expedite, providing exclusive-use shipping and time-definite services; Air Expedite, offering an array of expedited air solutions to meet customers’ critical delivery times; and White Glove Services, for shipments that require extra care in handling, temperature control or specialized security. Service from FedEx Custom Critical is available 24 hours a day, 365 days a year. FedEx Custom Critical continuously monitors shipments through an integrated proprietary shipment-control system, including two-way satellite communications on exclusive-use shipments.

FedEx Cross Border

Effective June 1, 2020, FedEx Cross Border is included in the FedEx Express segment. FedEx Cross Border is an e-commerce enabler that provides international cross-border enablement and technology solutions such as duty calculations, package tracking, international shipping costs and currency conversion calculations. Additionally, FedEx Cross Border publishes customs duty and tax information for approximately 200 customs areas worldwide through WorldTariff. The offerings of FedEx Cross Border strategically fit into our global portfolio by allowing us to help retailers and e-tailers reach international e-commerce customers.

FedEx Ground Segment

Overview

By leveraging the FedEx brand, maintaining a low cost structure and efficiently using information technology and advanced automation systems, FedEx Ground continues to enhance its competitive position as a leading provider of business and residential money-back guaranteed ground package delivery services. In response to the COVID-19 pandemic, in March 2020 we temporarily suspended our money-back guarantee for all FedEx Ground services. FedEx Ground serves customers in the North American small-package market, focusing on business and residential delivery of packages weighing up to 150 pounds. Ground service is provided to 100% of the continental U.S. population and overnight service of up to 400 miles to nearly 100% of the continental U.S. population. Service is also provided to nearly 100% of the Canadian population. In addition, FedEx Ground offers service to Alaska and Hawaii through a ground and air network operation coordinated with other transportation providers.

After expanding operations throughout the FedEx Ground U.S. network to six days per week year-round in 2019, in January 2020, FedEx Ground expanded residential delivery operations to seven days per week year-round for the majority of the U.S. population. In 2021 FedEx Ground will expand seven-day residential delivery coverage to more than 95 percent of the U.S. population.

FedEx Ground continues to improve the speed, reach and service capabilities of its network, by reducing transit time for many of its lanes and introducing and expanding overnight ground service in many metropolitan areas. FedEx Ground's network expansion has substantially increased the company's daily pickup capacity through the addition of new hubs featuring the latest automated sorting technology and the expansion or relocation of existing hubs and other facilities. FedEx Ground is also making significant operational enhancements to ensure safe and reliable handling of large and heavy items. These changes include designing new facilities, adding equipment to certain facilities and making other operational adjustments. Additionally, FedEx Ground is repurposing FedEx SmartPost facilities for standard or large package sortation, and adding capacity through new regional sort facilities designed to handle shorter zone volumes into certain markets.

The company offers our FedEx Home Delivery service, which reaches 100% of U.S. residences. FedEx Home Delivery is dedicated to meeting the delivery needs of residential customers and provides routine Saturday and evening delivery and premium options such as day-specific, appointment and signature delivery. Sunday delivery is also provided for the majority of the U.S. population. FedEx Home Delivery brings unmatched services to residential shippers and their customers and is the first residential ground package delivery service to have offered a money-back guarantee. The FedEx SmartPost service specializes in the consolidation and delivery of high volumes of low-weight, less time-sensitive business-to-consumer packages to any residential address or PO Box in the U.S. Significant progress was made in the integration of FedEx SmartPost packages into the standard FedEx Ground operations in 2020. This transition will be completed in the first half of 2021, generating last mile efficiency through increased delivery density.

FedEx Delivery Manager allows our U.S. residential customers to customize home deliveries to fit their schedule by providing a range of options to schedule dates, locations and times of delivery. By signing up at *fedex.com*, customers can receive notification of FedEx Ground packages en route to their homes and can choose various delivery options.

Pricing

FedEx Ground periodically publishes updates to the list prices for the majority of its services in its Service Guide. In general, U.S. shipping rates are based on the service selected, origin, destination, weight, size, any ancillary service charge and whether the customer charged the shipment to a FedEx account. On January 6, 2020, FedEx Ground and FedEx Home Delivery implemented a 4.9% average list price increase. FedEx SmartPost average list prices also increased. FedEx Ground applied peak holiday season surcharges from November 18, 2019 through January 5, 2020 for shipments that required additional handling and from October 21, 2019 through January 5, 2020 for shipments that were oversized or unauthorized. Effective January 20, 2020, FedEx Ground made general changes to surcharge criteria for certain packages that require additional handling. Additionally, in order to manage demand and capacity constraints in connection with the COVID-19 pandemic, on June 8, 2020, FedEx Ground implemented temporary surcharges on FedEx SmartPost and oversized and residential package shipments.

FedEx Ground has an indexed fuel surcharge, which is adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two weeks prior to the week in which it is assessed. On March 2, 2020, we updated the tables used to determine our fuel surcharges at FedEx Ground. See the "Results of Operations and Outlook — Consolidated Results — Fuel" section of Item 7 ("Management's Discussion and Analysis of Results of Operations and Financial Condition") of this Annual Report for a description and discussion of the net impact of fuel on our operating results.

Operations

FedEx Ground operates a multiple hub-and-spoke sorting and distribution system which consisted of 591 facilities, including 39 hubs, in the U.S. and Canada as of May 31, 2020. FedEx Ground conducts its operations primarily with approximately 77,000 vehicles owned or leased by separate service providers. To provide FedEx Home Delivery service and FedEx SmartPost Service, FedEx Ground leverages its pickup operation and hub and linehaul network.

Advanced automated unloading and sorting technology is used to streamline the handling of millions of packages daily. FedEx Ground yard management systems, which interact with GPS tags on each trailer and create geofences around FedEx Ground facilities, automatically notify the control center when a trailer arrives and departs. Using overhead laser and six-sided camera-based bar code scan technology, hub conveyors electronically guide packages to their appropriate destination chute, where they are loaded for transport to their respective destination stations for local delivery. Autonomous, driverless technologies enable FedEx Ground to handle large, non-conveyable packages. Software systems and internet-based applications are also deployed to offer customers new ways to connect internal package data with external delivery information. FedEx Ground provides shipment tracing and proof-of-delivery signature functionality through the FedEx website, *fedex.com*. For additional information regarding FedEx Ground e-shipping tools and solutions, see "FedEx Services Segment — Customer-Driven Technology."

FedEx Office offers retail access to FedEx Ground shipping services at all of its retail locations. FedEx Ground is also available as a service option at all FedEx Authorized ShipCenters and other FedEx OnSite locations, including at approximately 14,000 Walgreens, Dollar General, Albertsons and Kroger stores.

As of May 31, 2020, FedEx Ground employed approximately 40,000 permanent full-time and approximately 114,000 permanent part-time employees. During the second half of 2020 and into 2021, we have increased hiring at FedEx Ground to keep pace with demand for residential services caused by the COVID-19 pandemic. In addition, FedEx Ground relies on independent small businesses to conduct its linehaul and pickup-and-delivery operations, as the use of these service providers is well suited to the needs of the ground delivery business and its customers. During 2020, FedEx Ground completed the previously announced transition to the Independent Service Provider agreement throughout its entire U.S. pickup-and-delivery network.

FedEx Ground is defending lawsuits in which it is alleged that FedEx Ground should be treated as an employer of drivers employed by service providers engaged by FedEx Ground. We continue to believe that FedEx Ground is not an employer or joint employer of the drivers of these independent businesses. For a description of these proceedings, see Item 1A (“Risk Factors”) of this Annual Report and Note 18 of the accompanying consolidated financial statements.

Henry J. Maier is the President and Chief Executive Officer of FedEx Ground. FedEx Ground is headquartered in the Pittsburgh, Pennsylvania area, and its primary competitors are UPS, the USPS and regional delivery carriers. We also compete with startup companies that combine technology with crowdsourcing to focus on local market needs. In addition, some high volume package shippers, such as Amazon.com, are developing and implementing in-house delivery capabilities and utilizing independent contractors for deliveries, and may be considered competitors. For example, Amazon.com is investing significant capital to establish a network of hubs and vehicles.

FedEx Freight Segment

FedEx Freight is a leading North American provider of LTL freight services, offering choice, simplicity and reliability to meet the needs of LTL shippers — FedEx Freight Priority, when speed is critical to meet supply chain needs, and FedEx Freight Economy, when time can be traded for cost savings. Through one comprehensive network of service centers and advanced information systems, FedEx Freight provides service to virtually every U.S. ZIP Code (including Alaska and Hawaii) with industry-leading transit times. FedEx Freight Priority has the fastest published transit times of any nationwide LTL service. Internationally, FedEx Freight Canada offers FedEx Freight Priority service, serving most points in Canada, as well as FedEx Freight Priority and FedEx Freight Economy service between Canada and the U.S. In addition, FedEx Freight serves Mexico, Puerto Rico and the U.S. Virgin Islands via alliances. In response to the COVID-19 pandemic, in March 2020 we temporarily suspended our money-back guarantee for all FedEx Freight services.

Through its many service offerings, FedEx Freight can match customers’ time-critical needs with industry-leading transit times. With the expansion of FedEx electronic solutions, LTL shippers have the convenience of a single shipping and tracking solution for FedEx Freight, FedEx Express and FedEx Ground. These solutions make freight shipping easier and provide customers easy access to their account information. The FedEx Freight Advance Notice feature available on FedEx Freight Priority shipments uses the company’s innovative technology systems to proactively notify FedEx Freight customers via the internet, e-mail or fax when a shipment may be delayed beyond its estimated delivery date, providing customers with greater visibility and control of their LTL freight shipments. Customers can also process cross-border LTL shipments to and from Canada and Mexico, as well as intra-Canada and -Mexico shipments, through FedEx Ship Manager at *fedex.com*, FedEx Ship Manager Software, FedEx Ship Manager Server and FedEx Web Services. Additionally, FedEx Freight A.M. Delivery offers freight delivery by 10:30 a.m. within and between the U.S. and Canada.

FedEx Freight further simplifies LTL shipping with the FedEx Freight box, which offers improved flexibility, increased security, better shipment integrity and no freight classification. The FedEx Freight box comes in two sizes: a standard freight box that requires a pallet to ship and a smaller freight box with an integrated pallet. The ability to choose between freight boxes makes freight shipping accessible to any business. With a distance-based pricing structure, the FedEx Freight box allows customers to ship LTL with flat rates. FedEx Freight also offers LTL Select, a free cloud-based, multi-carrier transportation management system that provides customers with visibility into all available carriers and their pricing in one location, as well as the ability to book service and make payments.

In 2020, FedEx Freight introduced FedEx Freight Direct, a service to meet the needs of the growing e-commerce market for delivery of heavy, bulky products to or through the door for residences and businesses. FedEx Freight Direct has three service levels to meet speed and budget needs, with the basic service level available to 100 percent of the contiguous U.S. population. Standard and premium service level offerings will be expanded to 90% of the U.S. population in the second half of 2021.

FedEx Freight periodically publishes updates to the list prices for the majority of its services in its 100-S Rules Tariff. In general, shipping rates are based on the service selected, origin, destination, weight, class, any ancillary service charge and whether the customer charged the shipment to a FedEx account. On January 6, 2020, FedEx Freight implemented a 5.9% average list price increase in certain U.S. and other shipping rates. Effective January 20, 2020, FedEx Freight added a surcharge for shipments originating in or destined to California.

FedEx Freight has an indexed fuel surcharge, which is adjusted on a weekly basis. The fuel surcharge is based on a weekly fuel price from two days prior to the day in which it is assessed. On March 4, 2020, we updated the tables used to determine our fuel surcharges at FedEx Freight. See the “Results of Operations and Outlook — Consolidated Results — Fuel” section of Item 7 (“Management’s Discussion and Analysis of Results of Operations and Financial Condition”) of this Annual Report for a description and discussion of the net impact of fuel on our operating results.

As of May 31, 2020, the FedEx Freight segment was operating approximately 30,000 vehicles from a network of 373 service centers and had approximately 44,000 employees. John A. Smith is the President and Chief Executive Officer of FedEx Freight, which is based in Memphis, Tennessee. FedEx Freight’s primary competitors are YRC Worldwide Inc. (which includes YRC Regional Transportation and YRC Freight), XPO Logistics, Inc., UPS Freight, Old Dominion Freight Line, Inc., ABF Freight (an ArcBest company) and SAIA, Inc.

In 2014 and 2015, the International Brotherhood of Teamsters (“Teamsters”) petitioned for National Labor Relations Board (“NLRB”) elections at sixteen FedEx Freight facilities. The Teamsters lost the vote or withdrew the petition prior to the election at twelve facilities and won the vote at four facilities. To date, at three of the four FedEx Freight facilities that originally voted for Teamster representation, the Teamsters have either been decertified by employee vote or voluntarily withdrawn as bargaining representative. We are currently bargaining with the union at the other facility. Additionally, in 2019 a union was certified to represent owner-drivers at a FedEx Freight Canada, Corp. facility, and in 2020 those owner-drivers voted to decertify the union.

FedEx Services Segment

FedEx Services provides our other companies with sales, marketing, information technology, communications, customer service, technical support, billing and collection services, and certain other back-office support. Through FedEx Services, we provide a convenient single point of access for many customer support functions, enabling us to more effectively sell the entire portfolio of transportation services and to help ensure a consistent and outstanding experience for our customers.

Rajesh Subramaniam and Robert B. Carter each serve as the Co-President and Co-Chief Executive Officer of FedEx Services, which is based in Memphis, Tennessee. As of May 31, 2020, the FedEx Services segment had approximately 15,000 employees.

Customer-Driven Technology

FedEx is a world leader in technology, and FedEx founder Frederick W. Smith’s vision that “the information about a package is as important as the delivery of the package itself” remains at the core of our comprehensive technology strategy. Innovation at FedEx is the foundation of our relations with customers. We strive to build technology solutions that will solve our customers’ business problems with simplicity, convenience, speed and reliability. Robert B. Carter, Executive Vice President — FedEx Information Services and Chief Information Officer of FedEx, won the 2019 *Forbes* CIO Innovation Award for the development of FedEx OnSite, our retail convenience network that utilizes third-party retailers such as Walgreens to receive and hold packages for FedEx customers. Additionally, during 2020 we continued to advance a major information technology transition from traditional mainframe computing to cloud-based systems, which is delivering significant benefits in terms of flexibility, security, speed to market and resiliency.

The focal point of our strategy is our award-winning website, together with our customer integrated solutions. The *fedex.com* website was launched nearly 25 years ago, and during that time, customers have shipped and tracked billions of packages at *fedex.com*. The *fedex.com* website is widely recognized for its speed, ease of use and customer-focused features. The advanced tracking capability within FedEx Tracking provides customers with a consolidated view of inbound and outbound shipments. FedEx Virtual Assistant on *fedex.com* is an artificial-intelligence-enabled service that provides answers to customer shipping questions, allowing our customer service representatives and sales professionals to focus on higher-value customer interactions. International Shipping Assist on *fedex.com* uses artificial intelligence to continually improve the process of completing the complicated paperwork required for international shipping. Additionally, our state-of-the-art Packaging Lab designs innovative custom packaging solutions to keep shipments protected through transit, and SenseAware®, a FedEx innovation currently available in 44 markets worldwide, allows customers to stay connected to their critical shipments by providing real-time updates regarding current location, precise temperature, relative humidity, barometric pressure readings, light exposure and shock events.

We stand at the nexus of digital and physical networks, a crucial intersection for the success of e-commerce deliveries. We design our e-commerce tools and solutions to be easily integrated into our customers' applications, as well as into third-party software developed by leading e-procurement, systems integration and enterprise resource planning companies. In May 2020, we announced a new, multi-year collaboration with Microsoft to transform commerce and enhance FedEx's global supply chain and logistics network through Microsoft Azure, Microsoft's intelligent cloud platform. FedEx Surround, the first solution resulting from the collaboration, allows any business to enhance visibility into its supply chain by leveraging data to provide near-real-time analytics into shipment tracking, which will drive more precise logistics and inventory management. FedEx and Microsoft expect to announce additional solutions, including reimagining commerce experiences for businesses to offer consumers more integrated ways to shop, and faster and more efficient deliveries.

Our FedEx Ship Manager suite of solutions offers a wide range of options to help our customers manage their parcel and LTL shipping and associated processes. FedEx Returns Technology, a comprehensive solution for returns management, provides high-volume merchants and e-tailers complete visibility into returns, giving them an easy way to track shipments, manage inventory, analyze returns trends and make more informed decisions based on shoppers' returns behaviors. In 2020, we expanded FedEx Returns Technology to the Walgreens retail network, which allows for in-store printing of return shipping labels and eliminates the need to include a return label in every package.

In 2019, we expanded e-commerce delivery options for retailers with FedEx Extra Hours, a service that enables participating retailers to fulfill e-commerce orders into the evening and receive late pickups by FedEx Express, with next-day local delivery and two-day shipping to any address in the continental United States. FedEx Extra Hours, which is currently available to select customers, allows retailers to extend evening order cutoff times by five to eight hours, with some as late as midnight, depending on their current order fulfillment process.

In 2019, we also announced the development through a partnership of the FedEx SameDay Bot, an autonomous delivery device designed to help retailers make same-day and last-mile deliveries to their customers. With the SameDay Bot, retailers will be able to accept orders from nearby customers and deliver them directly to homes or businesses the same day. We began testing the SameDay Bot in select markets in 2020 and are collaborating with companies such as AutoZone, Lowe's, Pizza Hut, Target, Walgreens and Walmart to help assess retailers' autonomous delivery needs. In 2020, we announced our collaboration with two business partners to launch a pilot drone delivery service to explore methods of enhancing last-mile residential delivery service.

FedEx Mobile is a suite of solutions including the FedEx mobile application, FedEx mobile website and SMS text messaging. The FedEx Mobile app provides convenience for recipients to track packages, get quick rates and estimated delivery times, quickly find the nearest FedEx location and easily access FedEx Delivery Manager to customize home deliveries. It is available on Android™ and Apple devices. The FedEx mobile website has expanded to more than 195 countries and territories and 34 languages. FedEx Mobile allows customers to track packages, create shipping labels, view account-specific rate quotes and access drop-off location information. SMS Notifications allows customers to track or follow a package via text messaging, and it is currently available in five countries.

With the FedEx Office Print Online solution, customers can use their laptops or mobile devices to design their print needs or access their personal cloud accounts, and print directly to any FedEx Office location in the U.S., or have their order delivered right to their door. Customers also have the flexibility of using FedEx Office's Print & Go solutions to print at self-serve locations from USBs, the cloud or through email. Print & Go solutions allow customers to access files using popular cloud providers Google Drive™, Dropbox, Box, Microsoft OneDrive® and from FedEx Office's own My Online Documents, making printing easy. Customers can simply email files to printandgo@fedex.com and with the retrieval code they receive they can conveniently print the files at the self-serve kiosks in any FedEx Office location. FedEx Office provides multiple options for customers to choose the best access method they need for quick service or more robust printing projects.

During 2018, we joined the Blockchain in Transportation Alliance to explore this chain-of-custody technology within the logistics sector, which we believe can significantly improve worldwide supply chains and add value to our products, services and processes. By giving more visibility to everyone involved in the logistics process, we believe blockchain technology can reduce customer claims, increase customer satisfaction and reduce our costs.

Marketing

The FedEx brand name symbolizes outstanding service, reliability and speed. Emphasis is continually placed on promoting and protecting the FedEx brand, one of our most important assets. As a result, FedEx is one of the most widely recognized brands in the world. In addition to television, print and digital advertising, we promote the FedEx brand through sponsorships and special events. For example, FedEx sponsors:

- The season-long FedExCup competition on the PGA TOUR.

- The World Golf Championships FedEx St. Jude Invitational, a PGA TOUR event that has raised millions of dollars for St. Jude Children’s Research Hospital and is one of four annual World Golf Championships events.
- FedExField in the Washington, DC area.
- The #11 Joe Gibbs Racing Toyota Camry driven by Denny Hamlin in the NASCAR Cup Series.
- The UEFA Europa League, Europe’s largest professional club soccer competition comprising 48 teams from 55 European nations that can attempt to qualify each season.
- ATP Tour men’s professional tennis circuit.
- FedExForum in Memphis, TN.

Additionally, FedEx is the “Official Delivery Service Sponsor” and “Official Office Services Provider” of the NFL, through which we conduct events and other activities to promote the FedEx Brand, such as the “FedEx Air & Ground®” NFL Players of the Week and Players of the Year Awards.

Information Security

FedEx Services has a team of highly qualified professionals dedicated to securing information about our customers’ shipments and protecting our customers’, vendors’ and employees’ privacy, and we strive to provide a safe, secure online environment for our customers. We are committed to compliance with applicable information security laws, regulations and industry standards — including, for example, the Payment Card Industry Data Security Standard, a set of comprehensive requirements for enhancing payment account data security developed by the Payment Card Industry Security Standards Council, as well as compliance with the Health Insurance Portability and Accountability Act of 1996, which enforces the security and confidentiality of employee health information. For a description of risks related to information security, see Item 1A (“Risk Factors”) of this Annual Report.

Global ISO 9001 Certification

FedEx Services provides our customers with a high level of service quality, as evidenced by our ISO 9001 certification for our global express and ground operations. ISO 9001 registration is required by thousands of customers around the world. FedEx’s global certification, encompassing the processes of FedEx Express, FedEx Ground and FedEx Services, enhances our single-point-of-access strategy and solidifies our reputation as the quality leader in the transportation industry. ISO 9001 is the international standard for Quality Management Systems. ISO standards were developed by the International Organization for Standardization in Geneva, Switzerland to promote and facilitate international trade. Approximately 170 countries, including European Union (“EU”) members, the U.S. and Japan, recognize ISO standards.

FedEx Office Operating Segment

As of May 31, 2020, FedEx Office operated approximately 2,200 customer-facing stores, providing convenient access to printing and shipping expertise with reliable service. In response to the COVID-19 pandemic, we have temporarily closed a small number of FedEx Office stores, and are operating other FedEx Office stores at reduced hours. Additionally, in March 2020 we temporarily suspended our money-back guarantee for all same-day FedEx Office services.

The FedEx Office network features retail stores, centralized production centers, corporate on-site print centers, and on-site business centers at colleges and universities, hotels, convention centers, corporate campuses and health care campuses. Many of these locations are open later in the evenings to accommodate urgent printing projects and delivery drop-offs. FedEx Office has designed a suite of printing and shipping management solutions that are flexible and scalable, allowing customers to meet their unique printing and shipping needs. The network provides an adaptable cost model helping to save time, labor and overhead by freeing up resources and avoiding fixed costs associated with large-scale printing and e-commerce parcel volumes. Services include digital printing, professional finishing, document creation, design services, direct mail, signs and graphics, custom-printed boxes, copying, computer rental, free Wi-Fi, corporate print solutions and expedited U.S. passport processing and renewal through a collaboration with a registered U.S. passport agency.

To meet the evolving needs of print customers, FedEx Office has made significant investments in new machines and technology, enhancing capabilities in narrow format color, large format, color management and other technologies. Additional investments in grand format, large format, enhanced finishing and other print capabilities were made in 2020. In June 2020, FedEx Office partnered with a content and creative design platform to form a digital design-to-print marketplace offering millions of images and illustrations, an extensive library of templates and a simple drag-and-drop interface to create custom business materials from *fedex.com* on any device, with next-day printing on many requests available at FedEx Office stores.

FedEx Office also provides customers convenient access to the full range of FedEx Express and FedEx Ground shipping services. Customers may have their FedEx Express and FedEx Ground packages delivered to any FedEx Office customer-facing location nationwide through the Hold at FedEx Location service, free of charge, and may redirect packages to these locations through Redirect to Hold or AutoRedirect to Hold services. FedEx Office facilitates e-commerce and returns through FedEx Returns Technology, which allows for in-store printing of return shipping labels. Additionally, FedEx SameDay City is available in over 1,900 cities in 34 markets across the U.S., offering door-to-door residential and business delivery of time-sensitive parcels within hours by FedEx Office uniformed team members in branded FedEx Office delivery vehicles. Increasingly, industries such as health care, life sciences, manufacturing, finance, perishables, travel and automotive are relying on same-day services for critical delivery needs.

FedEx Office also offers packing services, and packing supplies and boxes are included in its retail offerings. By allowing customers to have items professionally packed by specially trained FedEx Office team members and then shipped using FedEx Ground day-definite shipping and time-definite global FedEx Express shipping services, FedEx Office offers a complete “pack-and-ship” solution. FedEx Office also offers FedEx Pack Plus, which includes custom box building capabilities and techniques, a robust assortment of specialty boxes and additional packing supplies, equipment and tools to serve our customers’ needs.

Almost all FedEx Office locations provide local pickup-and-delivery service for print jobs completed by FedEx Office. A FedEx courier picks up a customer’s print job at the customer’s location and then returns the finished product to the customer. Options and services vary by location.

During 2018, we entered into an agreement to place up to 500 new FedEx Office locations within select U.S. Walmart stores nationwide. The agreement is part of the nationwide expansion of the FedEx retail channel, and as of May 31, 2020 we operate over 340 FedEx Office locations inside Walmart stores.

Brian D. Philips is the President and Chief Executive Officer of FedEx Office, which is based in Plano, Texas. As of May 31, 2020, FedEx Office had approximately 15,000 employees.

FedEx Office is an operating segment that is included in “Corporate, other and eliminations” in our segment reporting.

FedEx Logistics Operating Segment

The FedEx Logistics operating segment leverages the power of the extensive international FedEx transportation network to provide specialty solutions that complete a simple, seamless and powerful global trade experience for FedEx customers around the world, including customs brokerage and global ocean and air freight forwarding through FedEx Trade Networks Transport & Brokerage; integrated supply chain management solutions through FedEx Supply Chain; and critical inventory and service parts logistics and technology repair through FedEx Forward Depots. Additionally, FedEx Logistics provides international trade advisory services, including assistance with the Customs-Trade Partnership Against Terrorism program.

Udo Lange is the President and Chief Executive Officer of FedEx Logistics, which is based in Memphis, Tennessee. As of May 31, 2020, the FedEx Logistics organization had approximately 20,000 employees. FedEx Supply Chain has a small number of employees who are members of unions.

FedEx Logistics is an operating segment that is included in “Corporate, other and eliminations” in our segment reporting.

FedEx Trade Networks Transport & Brokerage

FedEx Trade Networks Transport & Brokerage provides international trade services, specializing in customs brokerage, global ocean and air freight forwarding and managed transportation. Additionally, FedEx Trade Networks Transport & Brokerage provides customs clearance services for FedEx Express at its major U.S. hub facilities.

As trade throughout the world grows, so does the FedEx Trade Networks Transport & Brokerage solutions portfolio. As of May 31, 2020, value-added services of FedEx Trade Networks Transport & Brokerage included approximately 110 freight forwarding offices in 30 countries and Global Trade Data, an information tool that allows customers to track and manage imports. In total, as of May 31, 2020, FedEx Trade Networks Transport & Brokerage had approximately 140 offices in 110 service locations throughout North America and in Africa, Asia-Pacific, Europe, India, Latin America, the Middle East and Australia. FedEx Trade Networks Transport & Brokerage maintains a network of air and ocean freight-forwarding service providers and has entered into strategic alliances to provide services in certain countries in which it does not have owned offices.

FedEx Supply Chain

FedEx Supply Chain is a supply chain solutions provider specializing in Product Lifecycle Logistics® for technology, retail, consumer and industrial goods, and healthcare industries. With more than 13,000 employees at over 100 facilities as of May 31, 2020, FedEx Supply Chain provides a comprehensive range of integrated logistics services to enable growth, minimize cost, mitigate supply chain risk and improve customer services. Service offerings include inbound logistics, warehousing and distribution, fulfillment, contract packaging and product configuration, systems integration, returns process and disposition, test, repair, refurbishment and product liquidation.

FedEx Fulfillment is an e-commerce solution that helps small and medium-sized businesses fulfill orders from multiple channels, including websites and online marketplaces, and manage inventory for their retail stores. The FedEx Fulfillment platform is designed to be an easy-to-use and all-in-one logistics solution through which customers have complete visibility into their products, giving them an easy way to track items, manage inventory, analyze trends, and make more informed decisions by better understanding shoppers' spending behaviors.

FedEx Forward Depots

FedEx Forward Depots has responsibility for critical inventory and service parts logistics and technology repair. FedEx Forward Depots leverages innovative packing solutions and customer-driven design within the structure of FedEx Logistics.

Seasonality

For information on the seasonality of our business, see the "Results of Operations and Outlook — Consolidated Results — Seasonality of Business" section of Item 7 ("Management's Discussion and Analysis of Results of Operations and Financial Condition") of this Annual Report.

Trademarks

The "FedEx" trademark, service mark and trade name are essential to our worldwide business. FedEx, FedEx Express, FedEx Ground, FedEx Freight, FedEx Office, FedEx Services, FedEx Logistics, FedEx Trade Networks Transport & Brokerage, FedEx Cross Border, FedEx Supply Chain, FedEx Custom Critical, FedEx Forward Depots and TNT Express, among others, are trademarks, service marks and trade names of Federal Express Corporation or the respective companies for which registrations, or applications for registration, are on file, as applicable. We have authorized, through licensing arrangements, the use of certain of our trademarks, service marks and trade names by our contractors and Global Service Participants to support our business. In addition, we license the use of certain of our trademarks, service marks and trade names on promotional items for the primary purpose of enhancing brand awareness.

Regulation

Air. Under the Federal Aviation Act of 1958, as amended (the "Federal Aviation Act"), both the U.S. Department of Transportation ("DOT") and the Federal Aviation Administration ("FAA") exercise regulatory authority over FedEx Express.

The FAA's regulatory authority relates primarily to operational aspects of air transportation, including aircraft standards and maintenance, as well as personnel and ground facilities, which may from time to time affect the ability of FedEx Express to operate its aircraft in the most efficient manner. FedEx Express holds an air carrier certificate granted by the FAA pursuant to Part 119 of the federal aviation regulations. This certificate is of unlimited duration and remains in effect so long as FedEx Express maintains its standards of safety and meets the operational requirements of the regulations.

The DOT's authority relates primarily to economic aspects of air transportation. The DOT's jurisdiction extends to aviation route authority and to other regulatory matters, including the transfer of route authority between carriers. FedEx Express holds various certificates issued by the DOT, authorizing FedEx Express to engage in U.S. and international air transportation of property and mail on a worldwide basis.

Under the Aviation and Transportation Security Act of 2001, as amended, the Transportation Security Administration ("TSA"), an agency within the Department of Homeland Security, has responsibility for aviation security. The TSA requires FedEx Express to comply with a Full All-Cargo Aircraft Operator Standard Security Plan, which contains evolving and strict security requirements. These requirements are not static, but change periodically as the result of regulatory and legislative requirements, imposing additional security costs and creating a level of uncertainty for our operations. It is reasonably possible that these rules or other future security requirements could impose material costs on us.

FedEx Express participates in the Civil Reserve Air Fleet (“CRAF”) program. Under this program, the U.S. Department of Defense may requisition for military use certain of FedEx Express’s wide-bodied aircraft in the event of a declared need, including a national emergency. FedEx Express is compensated for the operation of any aircraft requisitioned under the CRAF program at standard contract rates established each year in the normal course of awarding contracts. Through its participation in the CRAF program, FedEx Express is entitled to bid on peacetime military cargo charter business. FedEx Express, together with a consortium of other carriers, currently contracts with the U.S. government for such charter flights.

See Item 1A (“Risk Factors”) of this Annual Report for discussion of regulations related to pilots, including the proposed pilot flight and duty time regulations, that could affect our business.

Ground. The ground transportation performed by FedEx Express is integral to its air transportation services. The enactment of the Federal Aviation Administration Authorization Act of 1994 abrogated the authority of states to regulate the rates, routes or services of intermodal all-cargo air carriers and most motor carriers. States may now only exercise jurisdiction over safety and insurance. FedEx Express is registered in those states that require registration.

The operations of FedEx Ground, FedEx Freight and FedEx Custom Critical in interstate commerce are currently regulated by the DOT and the Federal Motor Carrier Safety Administration, which retain limited oversight authority over motor carriers. Federal legislation preempts regulation by the states of rates, routes and services in intrastate freight transportation.

Like other interstate motor carriers, our operations, including those at FedEx Express, are subject to certain DOT safety requirements governing interstate operations. In addition, vehicle weight and dimensions remain subject to both federal and state regulations.

International. FedEx Express’s international authority permits it to carry cargo and mail from points in its U.S. route system to numerous points throughout the world. The DOT regulates international routes and practices and is authorized to investigate and take action against discriminatory treatment of U.S. air carriers abroad. The right of a U.S. carrier to serve foreign points is subject to the DOT’s approval and generally requires a bilateral agreement between the U.S. and the foreign government. In addition, the carrier must then be granted the permission of such foreign government to provide specific flights and services. The regulatory environment for global aviation rights may from time to time impair the ability of FedEx Express to operate its air network in the most efficient manner, and efficient operations often utilize open skies provisions of aviation agreements. Additionally, global air cargo carriers, such as FedEx Express, are subject to current and potential additional aviation security regulation by U.S. and foreign governments.

Our operations outside of the U.S., such as FedEx Express’s growing international domestic operations, are also subject to current and potential regulations, including certain postal regulations and licensing requirements, that restrict, make difficult and sometimes prohibit, the ability of foreign-owned companies such as FedEx Express to compete effectively in parts of the international domestic transportation and logistics market.

Communication. Because of the extensive use of radio and other communication facilities in its aircraft and ground transportation operations, FedEx Express is subject to the Federal Communications Commission Act of 1934, as amended. Additionally, the Federal Communications Commission regulates and licenses FedEx Express’s activities pertaining to satellite communications.

Environmental. Pursuant to the Federal Aviation Act, the FAA, with the assistance of the U.S. Environmental Protection Agency (“EPA”), is authorized to establish standards governing aircraft noise. FedEx Express’s aircraft fleet is in compliance with current noise standards of the federal aviation regulations. In addition to federal regulation of aircraft noise, certain airport operators have local noise regulations, which limit aircraft operations by type of aircraft and time of day. These regulations have had a restrictive effect on FedEx Express’s aircraft operations in some of the localities where they apply but do not have a material effect in any of FedEx Express’s significant markets. Congress’s passage of the Airport Noise and Capacity Act of 1990 established a National Noise Policy, which enabled FedEx Express to plan for noise reduction and better respond to local noise constraints. FedEx Express’s international operations are also subject to noise regulations in certain of the countries in which it operates.

Concern over climate change, including the impact of global warming, has led to significant U.S. and international legislative and regulatory efforts to limit GHG emissions, including our aircraft and vehicle engine emissions. Increasingly, state and local governments are also considering GHG regulatory requirements.

Compliance with such regulation and the associated potential cost is complicated by the fact that various countries and regions are following different approaches to the regulation of climate change. For example, the EU has established the Emissions Trading System (“ETS”) to regulate GHG emissions in the EU and adopted a directive in 2008 requiring each EU member state to extend the ETS to aviation operations. Efforts by the EU in 2009 to regulate flights arriving from or departing for airports outside of the EU were postponed. The EU extended its stay on the extra-territorial application of the EU ETS as applied to international flights to and from the European Economic Area (“EEA”) through the end of calendar 2023, contingent on successful implementation of the Carbon Offsetting and Reduction Scheme for International Aviation (“CORSIA”).

In 2016, the International Civil Aviation Organization (“ICAO”) passed a resolution adopting CORSIA, which is a global, market-based measure for purchasing credits to offset carbon dioxide emissions and intended to aid in meeting the ICAO’s goal of carbon-neutral growth starting in calendar 2020 by complementing industry efforts in infrastructure upgrades, technology, operations and sustainable aviation fuel. In June 2018, the ICAO adopted standards pertaining to country-by-country implementation including the collection and reporting of information on international aviation emissions beginning in calendar 2019. In furtherance of these efforts, in March 2019 the FAA issued notice of a CORSIA program permitting U.S. carriers to submit emissions data on a voluntary basis. Data reported will be used to set the initial emissions baseline, and beginning in calendar 2021 carriers subject to the requirements of CORSIA will be responsible for purchasing and retiring carbon credits to offset emissions in excess of the initial baseline. In response to the creation of the CORSIA program, in December 2017, the EU adopted a proposal which indefinitely excludes from the ETS flights operating fully or partly outside the EU and gradually reduces the number of aviation allowances from calendar 2021. The EU has indicated that it will assess CORSIA implementation and determine the future status of the ETS as applied to international aviation to and from the EEA. We expect compliance with CORSIA to increase FedEx operating expenses beginning in calendar 2021. The amount of such increase will ultimately depend on a number of factors, including the number of our flights subject to CORSIA, the fuel efficiency of our fleet, the average growth of the aviation sector, our ability to utilize sustainable aviation fuels in the future and the price of ICAO-eligible emission units or offsets required to be purchased by FedEx.

Additionally, in calendar 2016, the EPA issued a finding that aircraft engine GHG emissions cause or contribute to air pollution that may reasonably be anticipated to endanger public health or welfare. In March 2017, ICAO adopted new carbon dioxide emissions standards that would apply not only to new aircraft types as of calendar 2020, but also to new deliveries of current in-production aircraft types from calendar 2023. Additionally, a cutoff date of calendar 2028 for production of aircraft that do not comply with proposed standards was adopted. These standards are considered to be especially stringent for larger aircraft weighing over 60 tons. The calendar 2016 EPA finding is a regulatory prerequisite to the adoption of the new certification standard for new aircraft emissions. In the past, the U.S. Congress has also considered bills that would regulate GHG emissions, and some form of federal climate change legislation is possible in the future. However, in calendar 2017 the U.S. withdrew from the Paris climate accord, an agreement among 196 countries to reduce GHG emissions, and that withdrawal’s effect on future U.S. policy regarding GHG emissions and on other GHG regulation is uncertain. Nevertheless, the extent to which other countries implement that agreement could have an adverse direct or indirect effect on our business.

We are also subject to federal, state and local environmental laws and regulations relating to, among other things, the shipment of dangerous goods and contingency planning for spills of petroleum products. Additionally, we are subject to numerous regulations dealing with underground fuel storage tanks, hazardous waste handling, vehicle and equipment emissions and noise and the discharge of effluents from our properties and equipment. We have environmental management programs designed to ensure compliance with these regulations.

Export Controls. In recent years, the U.S. government has increased the number of companies and persons subject to U.S. export control regulations. Such regulations can restrict the types of items that FedEx customers are permitted to ship to certain entities, and in some instances may prohibit FedEx from serving certain entities altogether. Violations of these regulations can result in significant monetary and other penalties. For example, the Export Control Reform Act of 2018 (the “ECRA”) and its implementing regulations, the Export Administration Regulations (the “EARs”), hold carriers such as FedEx strictly liable for shipments that may violate the EARs without requiring evidence that the carriers had knowledge of any violations. Violations of the ECRA can result in criminal penalties of up to \$1 million and civil penalties of \$305,000 (or twice the value of the transaction) per individual violation. FedEx is investing in improvements and updates to its export control compliance programs. However, the heightened focus on export controls by the U.S. government increases FedEx’s exposure to potential regulatory penalties and could result in higher compliance costs.

During the first quarter of 2020, FedEx filed suit in U.S. District Court in the District of Columbia seeking to enjoin the U.S. Department of Commerce from enforcing prohibitions contained in the EARs against FedEx. FedEx believes that the EARs violate common carriers’ rights to due process under the Fifth Amendment of the U.S. Constitution as they unreasonably hold common carriers strictly liable for shipments that may violate the EARs without requiring evidence that the carriers had knowledge of any violations. Additionally, the China State Post Bureau is currently conducting an investigation into the operations of FedEx Express regarding its handling of certain packages while attempting to comply with the EARs. FedEx Express has and will continue to fully cooperate with the Chinese authorities on the investigation. For more information, see Item 1A (“Risk Factors”) of this Annual Report.

Customs. Our activities, including customs brokerage and freight forwarding, are subject to regulation by U.S. Customs and Border Protection and the TSA within the Department of Homeland Security (customs brokerage and security issues), the U.S. Federal Maritime Commission (ocean freight forwarding) and the DOT (air freight forwarding). Our offshore operations are subject to similar regulation by the regulatory authorities of foreign jurisdictions.

Labor. All U.S. employees at FedEx Express are covered by the Railway Labor Act of 1926, as amended (the “RLA”), while labor relations within the U.S. at our other companies are governed by the National Labor Relations Act of 1935, as amended (the “NLRA”). Under the RLA, groups that wish to unionize must do so across nationwide classes of employees. The RLA also requires mandatory government-led mediation of contract disputes supervised by the National Mediation Board before a union can strike or an employer can replace employees or impose contract terms. This part of the RLA helps minimize the risk of strikes that would shut down large portions of the economy. Under the NLRA, employees can unionize in small localized groups, and government-led mediation is not a required step in the negotiation process.

The RLA was originally passed to govern railroad and express carrier labor negotiations. As transportation systems evolved, the law expanded to cover airlines, which are the dominant national transportation systems of today. As an air express carrier with an integrated air/ground network, FedEx Express and its employees have been covered by the RLA since the founding of the company in 1971. The purpose of the RLA is to offer employees a process by which to unionize (if they choose) and engage in collective bargaining while also protecting global commerce from damaging work stoppages and delays. Specifically, the RLA ensures that an entire transportation system, such as at FedEx Express, cannot be shut down by the actions of a local segment of the network.

The U.S. Congress has, in the past, considered adopting changes in labor laws that would make it easier for unions to organize units of our employees. For example, there is always a possibility that Congress could remove most FedEx Express employees from the jurisdiction of the RLA, thereby exposing the FedEx Express network to sporadic labor disputes and the risk that small groups of employees could disrupt the entire air/ground network. In addition, federal and state governmental agencies, such as the National Mediation Board and the NLRB, have and may continue to take actions that could make it easier for our employees to organize under the RLA or NLRA. For a description of these potential labor law changes, see Item 1A (“Risk Factors”) of this Annual Report.

Data Protection. Recently, there has been heightened regulatory and enforcement focus on data protection in the U.S. (at both the state and federal level) and abroad. For example, the EU’s General Data Protection Regulation (“GDPR”), which became effective in 2018, greatly increases the jurisdictional reach of EU law and adds a broad array of requirements related to personal data, including individual notice and opt-out preferences and the public disclosure of significant data breaches. Additionally, violations of the GDPR can result in fines of as much as 4% of a company’s annual revenue. Other governments have enacted or are enacting similar data protection laws, including data localization laws that require data to stay within their borders. For more information regarding data protection regulation, see Item 1A (“Risk Factors”) of this Annual Report.

ITEM 1A. RISK FACTORS

We present information about our risk factors on pages 89 through 100 of this Annual Report.

ITEM 1B. UNRESOLVED STAFF COMMENTS

None.

ITEM 2. PROPERTIES

FedEx Express Segment

FedEx Express’s principal owned and leased properties include its aircraft, vehicles, major sorting and handling facilities, administration buildings, FedEx Drop Boxes and data processing and telecommunications equipment.

Aircraft and Vehicles

As of May 31, 2020, FedEx Express's aircraft fleet consisted of the following:

Description	Owned	Leased	Total	Maximum Gross Structural Payload (Pounds per Aircraft)
Boeing B777F	40	3	43	233,300
Boeing MD11	49	8	57	192,600
Boeing MD10-30	13	—	13	175,900
Boeing MD10-10	12	—	12	137,500
Boeing 767F	86	—	86	127,100
Airbus A300-600	46	22	68	106,600
Boeing B757-200	119	—	119	63,000
ATR-72	21	—	21	17,970
ATR-42	25	—	25	12,070
Cessna 208B	235	—	235	2,830
Total	646	33	679	

At May 31, 2020, FedEx Express operated approximately 79,000 vehicles (including approximately 11,000 owner-operated vehicles that support TNT Express) in its global network.

Aircraft Purchase Commitments

The following table is a summary of the number and type of aircraft we were committed to purchase as of July 16, 2020, with the year of expected delivery:

	Cessna SkyCourier 408	ATR 72-600F	B767F	B777F ⁽¹⁾	Total
2021	—	4	18	2	24
2022	9	7	11	5	32
2023	12	6	13	2	33
2024	12	6	4	4	26
2025	12	6	—	2	20
Thereafter	5	1	—	—	6
Total	50	30	46	15	141

⁽¹⁾ As of July 16, 2020, our obligation to purchase six B777F aircraft is conditioned upon there being no event that causes FedEx Express or its employees not to be covered by the RLA.

As of May 31, 2020, we had \$633 million in deposits and progress payments on aircraft purchases and other planned aircraft-related transactions. See Note 17 of the accompanying consolidated financial statements for more information about our purchase commitments and options.

Sorting and Handling Facilities

At May 31, 2020, FedEx Express operated the following major sorting and handling facilities:

Location	Acres	Square Feet	Sorting Capacity (per hour) ⁽¹⁾	Lessor	Lease Expiration Year
<u>Primary</u>					
Memphis, Tennessee	800	3,607,973	484,000	Memphis-Shelby County Airport Authority	2036
<u>National</u>					
Indianapolis, Indiana	482	2,509,000	184,000	Indianapolis Airport Authority	2054
Miami, Florida ⁽²⁾	29	143,322	7,000	Aero Miami FX, LLC	2028
<u>Regional</u>					
Fort Worth, Texas	168	948,000	76,000	Fort Worth Alliance Airport Authority	2021
Newark, New Jersey	70	595,000	156,000	Port Authority of New York and New Jersey	2030
Oakland, California	75	448,935	63,000	City of Oakland Piedmont Triad Airport Authority	2036
Greensboro, N. Carolina	165	593,000	23,000		2031
<u>Metropolitan</u>					
Chicago, Illinois	54	481,350	23,000	City of Chicago	2028
Los Angeles, California	34	305,300	57,000	City of Los Angeles	2021/2025 ⁽³⁾
<u>International</u>					
Anchorage, Alaska ⁽⁴⁾	64	332,000	25,000	State of Alaska, Department of Transportation and Public Facilities	2023
Paris, France ⁽⁵⁾	111	1,238,000	63,000	Aéroports de Paris	2048
Cologne, Germany ⁽⁵⁾	11	325,000	20,000	Cologne Bonn Airport	2040
Guangzhou, China ⁽⁶⁾	155	873,006	56,000	Guangdong Airport Management Corp.	2029
Osaka, Japan ⁽⁶⁾	17	425,206	9,000	Kansai Airports	2024

(1) Documents and packages.

(2) Handles international express package and freight shipments to and from Latin America and the Caribbean.

(3) Property is held under two separate leases — the lease for the sorting and handling facility expires in 2021, and the lease for the ramp expansion expires in 2025.

(4) Handles international express package and freight shipments to and from Asia, Europe and North America.

(5) Handles intra-Europe express package and freight shipments, as well as international express package and freight shipments to and from Europe.

(6) Handles intra-Asia express package and freight shipments, as well as international express package and freight shipments to and from Asia.

FedEx Express's primary sorting facility, which serves as the center of its multiple hub-and-spoke system, is located at the Memphis International Airport. FedEx Express's facilities at the Memphis International Airport also include aircraft hangars, aircraft ramp areas, vehicle parking areas, flight training and fuel facilities, the FedEx Cold Chain Center, administrative offices and warehouse space.

FedEx Express leases these facilities from the Memphis-Shelby County Airport Authority (the "Authority"). The lease obligates FedEx Express to maintain and insure the leased property and to pay all related taxes, assessments and other charges. The lease is subordinate to, and FedEx Express's rights thereunder could be affected by, any future lease or agreement between the Authority and the U.S. government.

FedEx Express has additional major international sorting-and-handling facilities located at Narita Airport in Tokyo and Stansted Airport outside London. FedEx Express also has a substantial presence at airports in Hong Kong, Taiwan and Dubai.

TNT Express operates a central air hub near Liege, Belgium and a central European road hub in Duiven, The Netherlands.

Administrative and Other Properties and Facilities

The World Headquarters of FedEx Express is located in southeastern Shelby County, Tennessee. FedEx Express international headquarters are located in Hoofddorp, The Netherlands. As of May 31, 2020, FedEx Express owned or leased 651 facilities for city station operations in the U.S. In addition, 517 city stations are owned or leased throughout FedEx Express's international network. The majority of these leases are for terms of five to ten years. City stations serve as a sorting and distribution center for a particular city or region. We believe that suitable alternative facilities are available in each locale on satisfactory terms, if necessary.

As of May 31, 2020, TNT Express had over 1,000 facilities worldwide, including road hubs, air hubs, depots and office facilities. These facilities are strategically located to cover the geographic areas served by TNT Express.

As of May 31, 2020, FedEx Express had approximately 35,000 Drop Boxes. FedEx Express customers can also ship from approximately 24,000 staffed drop-off locations, including FedEx Office stores and FedEx Authorized ShipCenters. Internationally, FedEx Express had approximately 23,000 drop-off locations.

FedEx Ground Segment

FedEx Ground's corporate headquarters are located in the Pittsburgh, Pennsylvania area. As of May 31, 2020, FedEx Ground owned or leased 591 facilities, including 39 hubs. In addition, approximately 77,000 vehicles owned or leased by service providers support FedEx Ground's business. Of the 428 facilities that supported FedEx Home Delivery as of May 31, 2020, 400 were co-located with existing FedEx Ground facilities. Leased facilities generally have terms of five years or less. The 39 hub facilities are strategically located to cover the geographic area served by FedEx Ground. The hub facilities average approximately 483,000 square feet and range in size from approximately 107,000 to 1,054,000 square feet.

FedEx Freight Segment

FedEx Freight's corporate headquarters are located in Memphis, Tennessee, with some administrative offices in Harrison, Arkansas. As of May 31, 2020, FedEx Freight operated approximately 30,000 vehicles and 373 service centers, which are strategically located to provide service throughout North America. These facilities range in size from approximately 1,000 to 280,000 square feet of office and dock space.

FedEx Services Segment

FedEx Services' corporate headquarters are located in Memphis, Tennessee. FedEx Services leases state-of-the-art technology centers in Collierville, Tennessee and Colorado Springs, Colorado. These facilities house personnel responsible for strategic software development and other functions that support FedEx's technology and e-commerce solutions.

The FedEx Authorized ShipCenter program offers U.S. domestic and international FedEx Express and FedEx Ground shipping and drop-off services through a network of nearly 4,900 franchised and independent "pack and ship" retail locations. Additionally, FedEx Services has an agreement with Office Depot, Inc. to offer U.S. domestic and international FedEx Express and FedEx Ground shipping and drop-off services at Office Depot and OfficeMax retail locations (approximately 1,300 locations).

FedEx Office Operating Segment

FedEx Office's corporate headquarters are located in Plano, Texas. As of May 31, 2020, FedEx Office operated approximately 2,200 customer-facing stores and 31 centralized production centers. Substantially all FedEx Office stores are leased, generally for terms of five to ten years with varying renewal options. FedEx Office operates approximately 200 stores at hotels, convention centers, hospitals, universities and corporate campuses, with the remainder generally located in strip malls, office buildings and stand-alone structures. FedEx Office's customer-facing stores average approximately 3,200 square feet in size. In response to the COVID-19 pandemic, we have temporarily closed a small number of FedEx Office stores, and are operating other FedEx Office stores at reduced hours.

During 2018, we entered into an agreement to place up to 500 new FedEx Office locations within select U.S. Walmart stores nationwide. As of May 31, 2020, we operate over 340 FedEx Office locations inside Walmart stores.

FedEx Logistics Operating Segment

FedEx Logistics' corporate headquarters are located in Memphis, Tennessee. As of May 31, 2020, FedEx Trade Networks Transport & Brokerage had approximately 140 offices in 110 service locations throughout North America and in Africa, Asia-Pacific, Europe, India, Latin America and the Middle East. In addition, as of May 31, 2020, FedEx Supply Chain had approximately 110 facilities through which it operates its supply chain logistics services.

ITEM 3. LEGAL PROCEEDINGS

FedEx and its subsidiaries are subject to legal proceedings and claims that arise in the ordinary course of their business. For a description of certain pending legal proceedings, see Note 18 of the accompanying consolidated financial statements.

ITEM 4. MINE SAFETY DISCLOSURES

Not applicable.

INFORMATION ABOUT OUR EXECUTIVE OFFICERS

Information regarding executive officers and all persons chosen to become executive officers of FedEx is as follows:

Name and Office	Age	Positions and Offices Held and Business Experience
Frederick W. Smith Chairman of the Board and Chief Executive Officer and Director	75	Chairman of the Board and Chief Executive Officer of FedEx since January 1998; Chairman of the Board of FedEx Express since 1975; President of FedEx from January 1998 to January 2017; Chairman of the Board, President and Chief Executive Officer of FedEx Express from April 1983 to January 1998; Chief Executive Officer of FedEx Express from 1977 to January 1998; and President of FedEx Express from June 1971 to February 1975.
Mark R. Allen Executive Vice President, General Counsel and Secretary	64	Executive Vice President, General Counsel and Secretary of FedEx since October 2017; Executive Vice President, General Counsel — Select of FedEx from September 2017 to October 2017; Senior Vice President, Legal International of FedEx Express from July 2010 to September 2017; Vice President, Legal — Europe, Middle East, Africa and Indian Subcontinent Region of FedEx Express from October 2000 to July 2010; Vice President, Legal — Asia Pacific of FedEx Express from 1996 to October 2000; and various legal positions with FedEx Express from 1982 to 1996.
Jill C. Brannon Executive Vice President — Chief Sales Officer	57	Executive Vice President — Chief Sales Officer of FedEx since March 2019; Senior Vice President, Sales — Europe, Middle East, Africa and Indian Subcontinent Region of FedEx Express from May 2016 to March 2019; Senior Vice President — Sales of FedEx Services from July 2006 to May 2016; Vice President — Sales of FedEx Services from July 2003 to June 2006; Vice President — Solutions of FedEx Services from July 2002 to June 2003; Vice President — Marketing of FedEx Services from June 2001 to June 2002; and various positions in sales, operations, marketing and strategic planning from 1985 to May 2002.
Brie A. Carere Executive Vice President — Chief Marketing and Communications Officer	42	Executive Vice President — Chief Marketing and Communications Officer of FedEx since January 2019; Senior Vice President, Global Portfolio Marketing of FedEx Services from October 2016 to December 2018; Vice President, Marketing, Customer Experience and Corporate Communications for FedEx Express Canada from October 2010 to October 2016; and various positions in marketing, customer experience and strategy with FedEx Express Canada from 2001 to October 2010.
Robert B. Carter Executive Vice President — FedEx Information Services and Chief Information Officer	61	Executive Vice President — FedEx Information Services and Chief Information Officer of FedEx since January 2007; Executive Vice President and Chief Information Officer of FedEx from June 2000 to January 2007; Corporate Vice President and Chief Technology Officer of FedEx from February 1998 to June 2000; Vice President — Corporate Systems Development of FedEx Express from September 1993 to February 1998; and Managing Director — Systems Development of FedEx Express from April 1993 to September 1993. Mr. Carter serves as a director of New York Life Insurance Company, a mutual life insurance company.
Donald F. Colleran President and Chief Executive Officer, FedEx Express	64	President and Chief Executive Officer of FedEx Express since March 2019; Executive Vice President — Chief Sales Officer of FedEx from January 2017 to March 2019; Executive Vice President — Global Sales of FedEx Services from 2006 to January 2017; Senior Vice President — International Sales from 2003 to 2006; Senior Vice President — Canada of FedEx Express from 2000 to 2003; Vice President — Sales/APAC from 1997 to 2000; and various management positions in sales with FedEx Express from 1989 to 1997. Mr. Colleran serves as a director of ABM Industries Incorporated, a provider of integrated facility solutions, and as a director of EastGroup Properties, Inc., an equity real estate investment trust.

Name and Office	Age	Positions and Offices Held and Business Experience
Alan B. Graf, Jr. Executive Vice President and Chief Financial Officer	66	Executive Vice President and Chief Financial Officer of FedEx since January 1998; Executive Vice President and Chief Financial Officer of FedEx Express from February 1996 to January 1998; Senior Vice President and Chief Financial Officer of FedEx Express from December 1991 to February 1996; Vice President and Treasurer of FedEx Express from August 1987 to December 1991; and various management positions in finance and a senior financial analyst at FedEx Express from 1980 to 1987. Mr. Graf will serve as Chief Financial Officer through September 21, 2020 and remain at FedEx as Executive Vice President and Senior Advisor until his retirement on December 31, 2020. He serves as a director of Mid-America Apartment Communities, Inc., a multifamily-focused real estate investment trust, and as a director of NIKE, Inc., a designer, developer and marketer of athletic footwear, apparel, equipment, accessories and services worldwide.
Michael C. Lenz Executive Vice President and Chief Financial Officer—Elect	56	Mr. Lenz will succeed Mr. Graf as Executive Vice President and Chief Financial Officer of FedEx effective September 22, 2020; Executive Vice President and Chief Financial Officer—Elect of FedEx since June 2020; Corporate Vice President and Treasurer of FedEx from February 2012 to May 2020; Staff Vice President—Strategic Finance of FedEx from 2010 to February 2012; Vice President—Finance of FedEx Office from 2005 to 2010; and various positions in several finance and commercial areas including investor relations, financial planning and analysis, international planning and fleet planning at American Airlines, Inc. from 1994 to 2005.
Henry J. Maier President and Chief Executive Officer, FedEx Ground	66	President and Chief Executive Officer of FedEx Ground since June 2013; Executive Vice President — Strategic Planning and Communications of FedEx Ground from September 2009 to June 2013; Senior Vice President — Strategic Planning and Communications of FedEx Ground from December 2006 to September 2009; Vice President — Marketing of FedEx Services from March 2000 to December 2006; Vice President — Marketing and Communications of FedEx Ground from June 1999 to March 2000; and various management positions in logistics, sales, marketing and communications with RPS, Inc. and Caliber Logistics, Inc. from 1986 to 1999. Mr. Maier serves as a director of Kansas City Southern, a transportation holding company that has railroad investments in the U.S., Mexico and Panama.
John A. Smith President and Chief Executive Officer, FedEx Freight Corporation	58	President and Chief Executive Officer of FedEx Freight since August 2018; President and Chief Executive Officer — Select of FedEx Freight from May 2018 to August 2018; Senior Vice President — Operations of FedEx Freight from May 2015 to May 2018; Vice President — Safety, Fleet Maintenance and Facilities Services of FedEx Freight from June 2011 to May 2015; Vice President — Operations of FedEx National LTL, Inc. from April 2010 to June 2011; Vice President — Transportation/Fleet Maintenance of FedEx National LTL, Inc. from March 2008 to April 2010; and various management positions at FedEx Freight from 2000 to 2008.
Rajesh Subramaniam President and Chief Operating Officer and Director	54	President and Chief Operating Officer of FedEx since March 2019 and director of FedEx since January 2020; President and Chief Executive Officer of FedEx Express from January 2019 to March 2019; Executive Vice President — Chief Marketing and Communications Officer of FedEx from January 2017 to December 2018; Executive Vice President — Marketing & Communications of FedEx Services from 2013 to January 2017; Senior Vice President — Marketing from 2006 to 2013; Senior Vice President — Canada of FedEx Express from 2003 to 2006; Vice President — Marketing/APAC of FedEx Express from 2000 to 2003; Vice President — APAC, EC & CS of FedEx Express from 1999 to 2000; and various management and marketing analyst positions at FedEx Express from 1991 to 1999. Mr. Subramaniam serves as a director of First Horizon National Corporation, a financial services holding company.

Executive officers are elected by, and serve at the discretion of, the Board of Directors. There is no arrangement or understanding between any executive officer or person chosen to become an executive officer and any person, other than a director or executive officer of FedEx or of any of its subsidiaries acting in his or her official capacity, pursuant to which any executive officer or person chosen to become an executive officer was selected. There are no family relationships between any executive officer and any other executive officer or director of FedEx, or any person nominated or chosen to become a director or executive officer.

PART II

ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

FedEx's common stock is listed on the New York Stock Exchange under the symbol "FDX." As of July 16, 2020, there were 11,643 holders of record of our common stock.

We expect to continue to pay regular quarterly cash dividends, though each quarterly dividend payment is subject to review and approval by our Board of Directors. We evaluate our dividend payment amount on an annual basis.

During the fourth quarter of 2020, we amended our amended and restated \$2.0 billion five-year credit agreement and \$1.5 billion 364-day credit agreement (together, the "Credit Agreements") to, among other things, temporarily restrict us from increasing the amount of our quarterly dividend payable per share of common stock from \$0.65 per share and repurchasing any shares of our common stock between May 27, 2020 and May 31, 2021. See Note 6 of the accompanying consolidated financial statements for additional information regarding the amendments to the Credit Agreements. There are no other material restrictions on our ability to declare dividends, nor are there any material restrictions on the ability of our subsidiaries to transfer funds to us in the form of cash dividends, loans or advances.

We did not repurchase any shares of FedEx common stock during the fourth quarter of 2020. On January 26, 2016, we announced a stock repurchase program approved by our Board of Directors, through which we are authorized to purchase, in the open market or in privately negotiated transactions, up to an aggregate of 25 million shares of our common stock. As of July 16, 2020, 5.1 million shares remained authorized for purchase under the January 2016 stock repurchase program, which is the only such program that currently exists. The program does not have an expiration date. See Note 1 of the accompanying consolidated financial statements for further discussion.

ITEM 6. SELECTED FINANCIAL DATA

Selected financial data as of and for the five years ended May 31, 2020 is presented on pages 150 through 151 of this Annual Report.

ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

Management's discussion and analysis of results of operations and financial condition is presented on pages 56 through 101 of this Annual Report.

ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Quantitative and qualitative information about market risk is presented on page 149 of this Annual Report.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

FedEx's consolidated financial statements, together with the notes thereto and the report of Ernst & Young LLP dated July 20, 2020 thereon, are presented on pages 107 through 148 of this Annual Report.

ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

None.

ITEM 9A. CONTROLS AND PROCEDURES

Management's Evaluation of Disclosure Controls and Procedures

The management of FedEx, with the participation of our principal executive and financial officers, has evaluated the effectiveness of our disclosure controls and procedures in ensuring that the information required to be disclosed in our filings under the Securities Exchange Act of 1934, as amended, is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, including ensuring that such information is accumulated and communicated to FedEx management as appropriate to allow timely decisions regarding required disclosure. Based on such evaluation, our principal executive and financial officers have concluded that such disclosure controls and procedures were effective as of May 31, 2020 (the end of the period covered by this Annual Report).

Assessment of Internal Control Over Financial Reporting

Management's report on our internal control over financial reporting is presented on page 101 of this Annual Report. The report of Ernst & Young LLP with respect to our internal control over financial reporting is presented on page 102 of this Annual Report.

Changes in Internal Control Over Financial Reporting

In the first quarter of 2020, we adopted Accounting Standards Update 2016-02, *Leases (Topic 842)*, and began implementing new systems and internal controls in conjunction with the new lease standard. In addition, during the second quarter of 2020, we began implementing new internal controls in conjunction with the migration to an enterprise resource planning cloud-based financial system. During the fourth quarter of 2020, the majority of our accounting, finance and legal employees began working remotely due to the COVID-19 pandemic, and the majority of such employees continue to work remotely.

During our fiscal quarter ended May 31, 2020, no change occurred in our internal control over financial reporting, including the new controls and developments described above, that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting. We continue to monitor the COVID-19 pandemic and its effects on the design and operating effectiveness of our internal control over financial reporting.

ITEM 9B. OTHER INFORMATION

Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Retirement of Director

On July 17, 2020, John A. Edwardson provided notice of his decision to retire from the Board of Directors of FedEx, effective immediately before the next annual meeting of FedEx's stockholders on September 21, 2020, and not stand for reelection. Mr. Edwardson has served with distinction on the FedEx Board since 2003.

Compensatory Arrangements of Certain Officers

On July 17, 2020, the Compensation Committee of the Board of Directors of FedEx, upon the recommendation of the Chairman of the Board and Chief Executive Officer, approved the payment of a discretionary cash bonus of \$575,000 to Alan B. Graf, Jr., FedEx's Executive Vice President and Chief Financial Officer, in recognition of Mr. Graf's outstanding leadership during the COVID-19 pandemic.

PART III

ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE

Information regarding members of the Board of Directors and certain other aspects of FedEx's corporate governance (such as the procedures by which FedEx's stockholders may recommend nominees to the Board of Directors and information about the Audit Committee, including its members and our "audit committee financial expert") will be presented in FedEx's definitive proxy statement for its 2020 annual meeting of stockholders, which will be held on September 21, 2020, and is incorporated herein by reference. Information regarding executive officers of FedEx is included above in Part I of this Annual Report under the caption "Information About Our Executive Officers" pursuant to the Instruction to Item 401 of Regulation S-K and General Instruction G(3) of Form 10-K. Information regarding FedEx's Code of Conduct is included above in Part I, Item 1 of this Annual Report under the caption "Reputation and Responsibility — Governance."

ITEM 11. EXECUTIVE COMPENSATION

Information regarding director and executive compensation will be presented in FedEx's definitive proxy statement for its 2020 annual meeting of stockholders, which will be held on September 21, 2020, and is incorporated herein by reference.

ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS

Information regarding security ownership of certain beneficial owners and management and related stockholder matters, as well as equity compensation plan information, will be presented in FedEx's definitive proxy statement for its 2020 annual meeting of stockholders, which will be held on September 21, 2020, and is incorporated herein by reference.

ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS, AND DIRECTOR INDEPENDENCE

Information regarding certain relationships and transactions with related persons (including FedEx's policies and procedures for the review and preapproval of related person transactions) and director independence will be presented in FedEx's definitive proxy statement for its 2020 annual meeting of stockholders, which will be held on September 21, 2020, and is incorporated herein by reference.

ITEM 14. PRINCIPAL ACCOUNTANT FEES AND SERVICES

Information regarding the fees for services provided by Ernst & Young LLP during 2020 and 2019 and the Audit Committee's administration of the engagement of Ernst & Young LLP, including the Committee's preapproval policies and procedures (such as FedEx's Policy on Engagement of Independent Auditor), will be presented in FedEx's definitive proxy statement for its 2020 annual meeting of stockholders, which will be held on September 21, 2020, and is incorporated herein by reference.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

(a)(1) and (2) Financial Statements; Financial Statement Schedules

FedEx's consolidated financial statements, together with the notes thereto and the report of Ernst & Young LLP dated July 20, 2020 thereon, are listed on page 55 and presented on pages 107 through 148 of this Annual Report. FedEx's "Schedule II — Valuation and Qualifying Accounts," together with the report of Ernst & Young LLP dated July 20, 2020 thereon, is presented on pages 152 through 153 of this Annual Report. All other financial statement schedules have been omitted because they are not applicable or the required information is included in FedEx's consolidated financial statements or the notes thereto.

(a)(3) Exhibits

Exhibit Number	Description of Exhibit
<u>Certificate of Incorporation and Bylaws</u>	
3.1	Third Amended and Restated Certificate of Incorporation of FedEx. (Filed as Exhibit 3.1 to FedEx's Current Report on Form 8-K dated September 26, 2011 and filed September 28, 2011, and incorporated herein by reference.)
3.2	Amended and Restated Bylaws of FedEx. (Filed as Exhibit 3.1 to FedEx's Current Report on Form 8-K dated and filed March 11, 2019, and incorporated herein by reference.)
<u>Long-Term Debt Instruments</u>	
** 4.1	Description of Capital Stock and Debt Securities.
4.2	Indenture, dated as of August 8, 2006, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A. (formerly, The Bank of New York Trust Company, N.A.), as trustee. (Filed as Exhibit 4.3 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)
4.3	Supplemental Indenture No. 3, dated as of July 27, 2012, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.5 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)
4.4	Form of 2.625% Note due 2022. (Included in Exhibit 4.5 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)
4.5	Form of 3.875% Note due 2042. (Included in Exhibit 4.5 to FedEx's Registration Statement on Form S-3 filed on September 19, 2012, and incorporated herein by reference.)
4.6	Supplemental Indenture No. 4, dated as of April 11, 2013, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed April 11, 2013, and incorporated herein by reference.)
4.7	Form of 2.70% Note due 2023. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed April 11, 2013, and incorporated herein by reference.)
4.8	Form of 4.10% Note due 2043. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed April 11, 2013, and incorporated herein by reference.)
4.9	Supplemental Indenture No. 5, dated as of January 9, 2014, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)
4.10	Form of 4.000% Note due 2024. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)
4.11	Form of 4.900% Note due 2034. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)
4.12	Form of 5.100% Note due 2044. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2014, and incorporated herein by reference.)

- 4.13 Supplemental Indenture No. 6, dated as of January 9, 2015, between FedEx, the Guarantors named therein and The Bank of New York Mellon Trust Company, N.A., as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)
- 4.14 Form of 3.200% Note due 2025. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)
- 4.15 Form of 3.900% Note due 2035. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)
- 4.16 Form of 4.100% Note due 2045. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)
- 4.17 Form of 4.500% Note due 2065. (Included in Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed January 9, 2015, and incorporated herein by reference.)
- 4.18 Indenture, dated as of October 23, 2015, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.1 to FedEx's Current Report on Form 8-K dated and filed October 23, 2015, and incorporated herein by reference.)
- 4.19 Supplemental Indenture No. 1, dated as of October 23, 2015, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 23, 2015, and incorporated herein by reference.)
- 4.20 Form of 4.750% Note due 2045. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 23, 2015, and incorporated herein by reference.)
- 4.21 Supplemental Indenture No. 2, dated as of March 24, 2016, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed March 24, 2016, and incorporated herein by reference.)
- 4.22 Form of 3.250% Note due 2026. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed March 24, 2016, and incorporated herein by reference.)
- 4.23 Form of 4.550% Note due 2046. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed March 24, 2016, and incorporated herein by reference.)
- 4.24 Supplemental Indenture No. 3, dated as of April 11, 2016, between FedEx, the Guarantors named therein, Wells Fargo Bank, National Association, as trustee, and Elavon Financial Services Limited, UK Branch, as paying agent. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 11, 2016, and incorporated herein by reference.)
- 4.25 Form of 1.000% Note due 2023. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 11, 2016, and incorporated herein by reference.)
- 4.26 Form of 1.625% Note due 2027. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 11, 2016, and incorporated herein by reference.)
- 4.27 Supplemental Indenture No. 4, dated as of January 6, 2017, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 6, 2017, and incorporated herein by reference.)
- 4.28 Form of 3.300% Note due 2027. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 6, 2017, and incorporated herein by reference.)
- 4.29 Form of 4.400% Note due 2047. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 6, 2017, and incorporated herein by reference.)
- 4.30 Supplemental Indenture No. 5, dated as of January 31, 2018, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 31, 2018, and incorporated herein by reference.)
- 4.31 Form of 3.400% Note due 2028. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 31, 2018, and incorporated herein by reference.)
- 4.32 Form of 4.050% Note due 2048. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 31, 2018, and incorporated herein by reference.)

- 4.33 Supplemental Indenture No. 6, dated as of October 17, 2018, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 17, 2018, and incorporated herein by reference.)
- 4.34 Form of 4.200% Note due 2028. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 17, 2018, and incorporated herein by reference.)
- 4.35 Form of 4.950% Note due 2048. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed October 17, 2018, and incorporated herein by reference.)
- 4.36 Supplemental Indenture No. 7, dated as of January 16, 2019, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 16, 2019, and incorporated herein by reference.)
- 4.37 Form of 3.400% Note due 2022. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 16, 2019, and incorporated herein by reference.)
- 4.38 Supplemental Indenture No. 8, dated as of January 18, 2019, between FedEx, the Guarantors named therein, Wells Fargo Bank, National Association, as trustee, and Elavon Financial Services DAC, UK Branch, as paying agent. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 18, 2019, and incorporated herein by reference.)
- 4.39 Form of 0.700% Note due 2022. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed January 18, 2019, and incorporated herein by reference.)
- 4.40 Supplemental Indenture No. 9, dated as of July 24, 2019, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed July 24, 2019, and incorporated herein by reference.)
- 4.41 Form of 3.100% Note due 2029. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed July 24, 2019, and incorporated herein by reference.)
- 4.42 Supplemental Indenture No. 10, dated as of August 5, 2019, between FedEx, the Guarantors named therein, Wells Fargo Bank, National Association, as trustee, and Elavon Financial Services DAC, UK Branch, as paying agent. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed August 5, 2019, and incorporated herein by reference.)
- 4.43 Form of 0.450% Note due 2025. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed August 5, 2019, and incorporated herein by reference.)
- 4.44 Form of 1.300% Note due 2031. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed August 5, 2019, and incorporated herein by reference.)
- 4.45 Supplemental Indenture No. 11, dated as of April 7, 2020, between FedEx, the Guarantors named therein and Wells Fargo Bank, National Association, as trustee. (Filed as Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)
- 4.46 Form of 3.800% Note due 2025. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)
- 4.47 Form of 4.250% Note due 2030. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)
- 4.48 Form of 5.250% Note due 2050. (Included in Exhibit 4.2 to FedEx's Current Report on Form 8-K dated and filed April 7, 2020, and incorporated herein by reference.)

Facility Lease Agreements

- 10.1 Composite Lease Agreement dated May 21, 2007 (but effective as of January 1, 2007) between the Memphis-Shelby County Airport Authority and FedEx Express (the "Composite Lease Agreement"). (Filed as Exhibit 10.1 to FedEx's FY07 Annual Report on Form 10-K, and incorporated herein by reference.)
- 10.2 First Amendment dated December 29, 2009 (but effective as of September 1, 2008) to the Composite Lease Agreement. (Filed as Exhibit 10.1 to FedEx's FY10 Third Quarter Report on Form 10-Q, and incorporated herein by reference.)
- 10.3 Second Amendment dated March 30, 2010 (but effective as of June 1, 2009) and Third Amendment dated April 27, 2010 (but effective as of July 1, 2009), each to the Composite Lease Agreement. (Filed as Exhibit 10.3 to FedEx's FY10 Annual Report on Form 10-K, and incorporated herein by reference.)