

# Value-Added Services

## FREIGHT

Value-added services are available for the UPS services indicated. For additional information and rates, refer to the pages listed in the "Page" column at right.

	Air Freight						UPS Freight® LTL (Less-Than-Truckload)				Freight Between the U.S. and Mexico		Page			
	UPS Next Day Air® Freight	UPS Next Day Air® Freight NGS	UPS 2nd Day Air® Freight	UPS 2nd Day Air® Freight NGS	UPS 3 Day Freight®	UPS 3 Day Freight® NGS	LTL	LTL Guaranteed	LTL Guaranteed A.M.	LTL Urgent	UPS® Standard LTL	UPS Worldwide Expedited® Ground Freight	Air Freight	UPS Freight LTL	UPS Standard LTL	UPS Worldwide Expedited Ground Freight
Delivery Instructions and Notification																
Collect on Delivery (C.O.D.) Services							•			•	•			<a href="#">130</a>	<a href="#">130</a>	
Hold at Destination Airport for Pickup (HAPU)	•	•	•	•	•	•						•	<a href="#">128</a>			<a href="#">132</a>
Proof of Delivery (P.O.D.)	•	•	•	•	•	•	•	•	•	•	•	•	<a href="#">128</a>	<a href="#">130</a>	<a href="#">130</a>	<a href="#">132</a>
Saturday Delivery	•	•	•	•	•	•							<a href="#">128</a>			
Saturday, Sunday or Holiday Delivery							•			•	•			<a href="#">130</a>	<a href="#">130</a>	
International Shipping																
Certificate of Origin	•	•	•	•	•	•						•	<a href="#">128</a>			<a href="#">132</a>
Pickup																
Saturday Pickup	•	•											<a href="#">128</a>			
Saturday, Sunday or Holiday Pickup							•			•	•			<a href="#">130</a>	<a href="#">130</a>	
Additional Options																
Declared Value for Carriage	•	•	•	•	•	•	•	•	•	•	•	•	<a href="#">128</a>	<a href="#">130</a>	<a href="#">130</a>	<a href="#">132</a>

**Note:** For information on additional charges that may apply to your Coyote Logistics® shipments, please call 1-877-626-9683 or visit [coyote.com](http://coyote.com).

# Other Charges

## FREIGHT

Additional charges may apply to your shipment. For additional information and rates for the UPS services indicated, refer to the pages listed in the “Page” column at right.

	Air Freight						UPS Freight® LTL (Less-Than-Truckload)				Freight Between the U.S. and Mexico		Page			
	UPS Next Day Air® Freight	UPS Next Day Air® Freight NGS	UPS 2nd Day Air® Freight	UPS 2nd Day Air® Freight NGS	UPS 3 Day Freight®	UPS 3 Day Freight® NGS	LTL	LTL Guaranteed	LTL Guaranteed A.M.	LTL Urgent	UPS® Standard LTL	UPS Worldwide Expedited® Ground Freight	Air Freight	UPS Freight LTL	UPS Standard LTL	UPS Worldwide Expedited Ground Freight
Address Correction	•	•	•	•	•	•						•	<a href="#">129</a>			<a href="#">133</a>
Chargeback for Consignee Billed Shipments	•	•	•	•	•	•						•	<a href="#">129</a>			<a href="#">133</a>
Corrected Bill of Lading							•	•	•	•	•			<a href="#">131</a>	<a href="#">131</a>	
Dangerous Goods		•											<a href="#">129</a>			
Detention of Vehicle	•	•	•	•	•	•	•	•	•	•	•	•		<a href="#">131</a>	<a href="#">131</a>	<a href="#">133</a>
Hazardous Materials							•			•	•			<a href="#">131</a>	<a href="#">131</a>	
Inside Delivery and Inside Pickup							•			•	•			<a href="#">131</a>	<a href="#">131</a>	
Liftgate Services	•	•	•	•	•	•	•			•	•	•	<a href="#">129</a>	<a href="#">131</a>	<a href="#">131</a>	<a href="#">133</a>
Missing/Invalid Account Number or Refusal Fee	•	•	•	•	•	•						•	<a href="#">129</a>			<a href="#">133</a>
Non-Conforming Freight	•	•	•	•	•	•						•	<a href="#">129</a>			<a href="#">133</a>
Notification Prior to Delivery							•			•	•			<a href="#">131</a>	<a href="#">131</a>	
Oversize	•	•	•	•	•	•	•			•	•	•	<a href="#">129</a>	<a href="#">131</a>	<a href="#">131</a>	<a href="#">133</a>
Payer Rebilling Fee	•	•	•	•	•	•						•	<a href="#">129</a>			<a href="#">133</a>
Redelivery	•	•	•	•	•	•	•	•	•	•	•	•	<a href="#">129</a>	<a href="#">131</a>	<a href="#">131</a>	<a href="#">133</a>
Residential Delivery/Pickup		•		•		•	•			•	•	•	<a href="#">129</a>	<a href="#">131</a>	<a href="#">131</a>	<a href="#">133</a>
Storage							•	•	•	•	•			<a href="#">131</a>	<a href="#">131</a>	
Truck Waiting Time	•	•	•	•	•	•						•	<a href="#">129</a>			<a href="#">133</a>

**Note:** For information on additional charges that may apply to your Coyote Logistics® shipments, please call 1-877-626-9683 or visit [coyote.com](http://coyote.com).

# Within and Between the U.S., Canada and Puerto Rico

## Value-Added Services

### AIR FREIGHT

Available Options	Description	Fee
<b>Certificate of Origin</b>	– Can be prepared by UPS on behalf of the shipper for exported goods manufactured and originating within the U.S.	\$25.00
<b>Declared Value for Carriage</b>	<ul style="list-style-type: none"> <li>– UPS's liability for all losses is limited to \$50.00 per shipment or \$0.50 per pound, whichever is greater.</li> <li>– Shipper may declare a value in excess of these limits, subject to maximum allowable values for an additional charge.</li> <li>– For more information, refer to the "UPS Air Freight Terms and Conditions of Contract for UPS Air Freight Services in the United States, Canada and International" at <a href="https://ups-scs.com/terms">ups-scs.com/terms</a>.</li> </ul>	<ul style="list-style-type: none"> <li>– \$1.10 per \$100.00</li> <li>– Minimum of \$115.00</li> </ul>
<b>Hold at Destination Airport for Pickup (HAPU)</b>	<ul style="list-style-type: none"> <li>– Freight is to be held at the carrier's destination location for pickup by the recipient.</li> <li>– HAPU requires a consignee name and phone number.</li> <li>– All services will be billed door-to-door.</li> </ul>	No charge
<b>Proof of Delivery (P.O.D.)</b>	– Contact your local service center to request Proof of Delivery. To locate your local service center, call 1-800-443-6379.	\$10.00
<b>Saturday Delivery</b>	<ul style="list-style-type: none"> <li>– Saturday Delivery may be selected by the shipper where available to A.M. points only.</li> <li>– Shipments delivered on Saturday must be picked up on Friday.</li> </ul>	\$33.00 per 100 lbs.: \$210.00 minimum in U.S., Canada and Puerto Rico
<b>Saturday Pickup</b>	– Saturday Pickup may be selected by the shipper where available to A.M. points only.	\$33.00 per 100 lbs.: \$210.00 minimum in U.S., Canada and Puerto Rico

#### Notes:

- The value-added services listed are available for UPS Air Freight services unless otherwise noted on page [126](#).
- Fuel surcharges apply to value-added services associated with pickup, transport and delivery. For current fuel surcharges, where applicable, visit [ups-scs.com/surcharges](https://ups-scs.com/surcharges).

# Within and Between the U.S., Canada and Puerto Rico

## Other Charges

### AIR FREIGHT

Charges	Description	Fee
<b>Address Correction</b>	<ul style="list-style-type: none"> <li>– If any shipment has an incorrect or incomplete address, UPS will make reasonable efforts to secure the correct or complete address and will provide the shipper with the correct address. UPS may also correct or complete an address based on information obtained from the shipper or consignee. An Address Correction charge will be assessed to the shipper for an address correction or completion.</li> <li>– An address validated by UPS may be incorrect or incomplete for purposes of completing delivery and may be corrected by UPS.</li> </ul>	\$84.00
<b>Chargeback for Consignee Billed Shipments</b>	– In the event of non-payment by the consignee or third party, the original shipper will be billed a refusal fee in addition to the shipping charges.	\$25.00
<b>Dangerous Goods</b>	<ul style="list-style-type: none"> <li>– Dangerous Goods can be shipped via UPS Next Day Air® Freight NGS only.</li> <li>– Non-conforming freight may be subject to service delays.</li> </ul>	\$0.49 per lb.; \$113.00 minimum
<b>Liftgate Services</b>	<ul style="list-style-type: none"> <li>– Liftgate equipment on trailers is available for customers who do not have a shipping or receiving dock and cannot load or unload their shipment without liftgate assistance.</li> <li>– Liftgate service must be requested, as not all trailers are equipped with liftgate devices.</li> </ul>	<ul style="list-style-type: none"> <li>– Origin: \$9.26 per 100 lbs.; \$137.00 minimum; \$451.00 maximum</li> <li>– Destination: \$9.26 per 100 lbs.; \$137.00 minimum; \$451.00 maximum</li> </ul>
<b>Missing/Invalid Account Number or Refusal Fee</b>	– A processing fee will be charged for a missing or invalid account number when the account number is missing, the account number is not the correct number for the bill-to party, the account number is for a receiver or third party who fails to pay the shipping charges or the package is shipped to an unauthorized consignee.	\$25.00
<b>Non-Conforming Freight</b>	<ul style="list-style-type: none"> <li>– Shipments that are unusually shaped, non-stackable, difficult to handle or require special handling in transit (to prevent damage to the shipment, the other shipments it may come in contact with or the equipment).</li> <li>– Non-conforming freight may be subject to service delays and additional charges.</li> </ul>	30% of Air Freight charges; \$245.00 minimum
<b>Oversize</b>	– Oversize fees will be charged to shipments that exceed 120 inches in length, 83 inches in width and 60 inches in height.	Cubic Dimensional Weight and % of transportation charge for the greater of: <ul style="list-style-type: none"> <li>– 20% if length + girth &gt; 200"</li> <li>– 30% if a dimension ≥ 60"</li> <li>– Minimum \$185.00 when a dimension &gt; 120"</li> </ul>
<b>Payer Rebilling Fee</b>	– A payer rebilling fee will be assessed for each request to change the billing instructions for a shipment.	\$25.00
<b>Redelivery</b>	– If more than one delivery attempt is made.	\$0.077 per lb.; \$70.50 minimum
<b>Residential Delivery/Pickup</b>	– Fee assessed for pickup from or delivery to a home address, including a business operating out of a home that does not have an entrance open to the public.	\$160.00 per shipment
<b>Truck Waiting Time</b>	– If the driver is required to wait more than 15 minutes for either a pickup or delivery, charges based on waiting time will be computed by multiplying the hourly rate by the time involved.	<ul style="list-style-type: none"> <li>– \$65.00 per hour</li> <li>– \$47.00 per vehicle for each 15 minutes or fraction thereof shall be made for the time consumed for the delay, subject to a minimum charge of \$83.50</li> <li>– \$128.00 per vehicle for each 24-hour period or fraction thereof, excluding non-business days</li> </ul>

#### Notes:

- The other charges listed are available for UPS Air Freight services unless otherwise noted on page [127](#).
- Fuel surcharges apply to other charges associated with pickup, transport and delivery. For current fuel surcharges, where applicable, visit [ups-scs.com/surcharges](https://ups-scs.com/surcharges).

## Within the U.S. and Between the U.S., Canada and Mexico

# Value-Added Services

UPS FREIGHT® LTL (LESS-THAN-TRUCKLOAD)

Available Options	Description
<b>Collect on Delivery (C.O.D.)</b>	– C.O.D. is accepted on your behalf when requested.
<b>Declared Value for Carriage</b>	<ul style="list-style-type: none"> <li>– UPS's liability for losses is determined by several criteria, including origin and destination of the shipment, the actual invoice value of the commodities lost, damaged or destroyed, the amount determined from the applicable limited liability provisions of the National Motor Freight Classification (NMFC), and the limits provided by contract, if applicable, or the UPS Freight® 102 Series Tariff.</li> <li>– Shipper may declare a value in excess of these limits, subject to maximum allowable values for an additional charge.</li> <li>– For more information, refer to the UPS Freight 102 Series Tariff at <a href="https://upsfreight.com/tariff">upsfreight.com/tariff</a> Item 166.</li> </ul>
<b>Proof of Delivery (P.O.D.)</b>	<ul style="list-style-type: none"> <li>– Proof of Delivery includes the time of delivery, full delivery address and the name and signature of the person who accepted your shipment, if available.</li> <li>– Information can be provided via Tracking on <a href="https://ups.com">ups.com</a> when logged in, Quantum View Manage® tracking, UPS Billing Center, My LTL Freight, e-mail, fax or mail.</li> </ul>
<b>Saturday, Sunday or Holiday Delivery</b>	– Delivery service is available on non-business days such as Saturdays, Sundays and holidays upon request.
<b>Saturday, Sunday or Holiday Pickup</b>	– Pickup service is available on non-business days such as Saturdays, Sundays and holidays upon request.

### Notes:

- The value-added services listed are available for UPS Freight LTL and UPS® Standard LTL services unless otherwise noted on page [126](#).
- The list of value-added services listed above is not a comprehensive list of all value-added services available. For a complete list of value-added services, fees and current fuel surcharges, where applicable, visit [upsfreight.com](https://upsfreight.com) and refer to the UPS Freight Rules Tariff for Less-Than-Truckload transportation. For full details and updates, refer to [upsfreight.com/tariff](https://upsfreight.com/tariff).

## Within the U.S. and Between the U.S., Canada and Mexico

## Other Charges

UPS FREIGHT® LTL (LESS-THAN-TRUCKLOAD)

Charges	Description
<b>Corrected Bill of Lading</b>	– When information on a shipping document must be corrected.
<b>Detention of Vehicle</b>	– Detention of Vehicle fees apply (with power and without power) upon expiration of the applicable free time allowed.
<b>Hazardous Materials</b>	– UPS Freight® accepts Hazardous Materials for Ground Transportation within the 48 contiguous states under the D.O.T. Code of Federal Regulations, as outlined in Title 49, Parts 100-185 on Transportation (49 C.F.R.).
<b>Inside Delivery and Inside Pickup</b>	– For shipments that require the driver to deliver or pick up at points beyond the area immediately accessible to the loading dock.
<b>Liftgate Services</b>	– Liftgate equipment on trailers is available for customers who do not have a shipping or receiving dock and cannot load or unload their shipment without liftgate assistance. – Liftgate service must be requested, as not all trailers are equipped with liftgate devices.
<b>Notification Prior to Delivery</b>	– When recipient must be contacted in advance of arrival.
<b>Oversize</b>	– Shipments containing one or more articles with any single dimension that equals or exceeds the applicable length threshold shall be subject to a charge.
<b>Redelivery</b>	– If more than one delivery attempt is made, a fee applies if redelivery is needed after UPS Freight attempts to deliver during committed delivery time.
<b>Residential Delivery/Pickup</b>	– A surcharge will apply to any delivery or pickup to or from a location that is a home, including a business operating out of a home.
<b>Storage</b>	– A fee is assessed if UPS Freight is unable to deliver a shipment during committed delivery times and must store the shipment at a UPS Freight facility.

**Notes:**

- The other charges listed are available for UPS Freight LTL and UPS® Standard LTL services unless otherwise noted on page [127](#).
- The list of other charges listed above is not a comprehensive list of all other charges that may apply. For a complete list of other charges, fees and current fuel surcharges, where applicable, visit [upsfreight.com](https://www.upsfreight.com) and refer to the UPS Freight Rules Tariff for Less-Than-Truckload transportation. For full details and updates, refer to [upsfreight.com/tariff](https://www.upsfreight.com/tariff).

## Freight Between the U.S. and Mexico

# Value-Added Services

UPS WORLDWIDE EXPEDITED® GROUND FREIGHT

Available Options	Description	Fee
<b>Certificate of Origin</b>	– Can be prepared by UPS on behalf of the shipper for exported goods manufactured and originating within the U.S.	\$25.00
<b>Declared Value for Carriage</b>	– UPS's liability for all losses is limited to \$50.00 per shipment or \$0.50 per pound, whichever is greater. – Shipper may declare a value in excess of these limits, subject to maximum allowable values for an additional charge. – For more information, refer to the "UPS Air Freight Terms and Conditions of Contract for UPS Air Freight Services in the United States, Canada and International" at <a href="https://ups-scs.com/terms">ups-scs.com/terms</a> .	– \$1.10 per \$100.00 – Minimum of \$115.00
<b>Hold at Destination Airport for Pickup (HAPU)</b>	– Freight is to be held at the carrier's destination location for pickup by the recipient. – HAPU requires a consignee name and phone number. – All services will be billed door-to-door.	No charge
<b>Proof of Delivery (P.O.D.)</b>	– Contact your local service center to request Proof of Delivery. To locate your local service center call 1-800-443-6379.	\$10.00

### Notes:

- Fuel surcharges apply to value-added services associated with pickup, transport and delivery. For current fuel surcharges, where applicable, visit [ups-scs.com/surcharges](https://ups-scs.com/surcharges).
- The value-added services listed are available for UPS Worldwide Expedited Ground Freight services unless otherwise noted on page [126](#).
- UPS Worldwide Expedited Ground Freight is governed by the "UPS Air Freight Terms of Contract for UPS Air Freight Services in the United States, Canada and International" at [ups-scs.com/terms](https://ups-scs.com/terms).

## Freight Between the U.S. and Mexico

# Other Charges

### UPS WORLDWIDE EXPEDITED® GROUND FREIGHT

Charges	Description	Fee
<b>Address Correction</b>	<ul style="list-style-type: none"> <li>– If any shipment has an incorrect or incomplete address, UPS will make reasonable efforts to secure the correct or complete address and will provide the shipper with the correct address. UPS may also correct or complete an address based on information obtained from the shipper or consignee. An Address Correction charge will be assessed to the shipper for an address correction or completion.</li> <li>– An address validated by UPS may be incorrect or incomplete for purposes of completing delivery, and may be corrected by UPS.</li> </ul>	\$84.00
<b>Chargeback for Consignee Billed Shipments</b>	– In the event of non-payment by the consignee or third party, the original shipper will be billed a refusal fee in addition to the shipping charges.	\$25.00
<b>Detention of Vehicle</b>	– Detention of Vehicle fees apply (with power and without power) upon expiration of the applicable free time allowed.	\$65.00
<b>Liftgate Services</b>		
<b>Origin</b>	– Fee assessed for pickup that requires a vehicle equipped with a mechanical lifting device.	<ul style="list-style-type: none"> <li>– \$9.26 per 100 lbs.</li> <li>– \$137.00 minimum</li> <li>– \$451.00 maximum</li> </ul>
<b>Destination</b>	– Fee assessed for delivery that requires a vehicle equipped with a mechanical lifting device.	<ul style="list-style-type: none"> <li>– \$9.26 per 100 lbs.</li> <li>– \$137.00 minimum</li> <li>– \$451.00 maximum</li> </ul>
<b>Missing/Invalid Account Number or Refusal Fee</b>	– A processing fee will be charged for a missing or invalid account number when the account number is missing, the account number is not the correct number for the bill-to party, the account number is for a receiver or third party who fails to pay the shipping charges or the package is shipped to an unauthorized consignee.	\$25.00
<b>Non-Conforming Freight</b>	<ul style="list-style-type: none"> <li>– Shipments that are unusually shaped, non-stackable, difficult to handle or require special handling in transit (to prevent damage to the shipment, the other shipments it may come in contact with or the equipment).</li> <li>– Non-conforming freight may be subject to service delays and additional charges.</li> </ul>	30% of Air Freight charges \$245.00 minimum
<b>Oversize</b>	– Oversize fees will be charged to shipments that exceed 120 inches in length, 83 inches in width and 60 inches in height.	Cubic Dimensional Weight and % of transportation charge for the greater of: <ul style="list-style-type: none"> <li>– 20% if length + girth &gt; 200"</li> <li>– 30% if a dimension ≥ 60"</li> <li>– Minimum \$185.00 when a dimension &gt; 120"</li> </ul>
<b>Payer Rebilling Fee</b>	– A payer rebilling fee will be assessed for each request to change the billing instructions for a shipment.	\$25.00
<b>Redelivery</b>	– If more than one delivery attempt is made.	\$0.077 per lb.; \$70.50 minimum
<b>Residential Delivery/Pickup</b>	– A surcharge will apply to any delivery to a location that is a home, including a business operating out of a home.	\$160.00 per shipment
<b>Truck Waiting Time</b>	– If the driver is required to wait more than 15 minutes for either a pickup or delivery, charges based on waiting time will be computed by multiplying the hourly rate by the time involved.	<ul style="list-style-type: none"> <li>– \$65.00 per hour</li> <li>– \$47.00 per vehicle for each 15 minutes or fraction thereof shall be made for the time consumed for the delay, subject to a minimum charge of \$83.50</li> <li>– \$128.00 per vehicle for each 24-hour period or fraction thereof, excluding non-business days</li> </ul>

#### Notes:

- Fuel surcharges apply to other charges associated with pickup, transport and delivery. For current fuel surcharges, where applicable, visit [ups-scs.com/surcharges](https://ups-scs.com/surcharges).
- The other charges listed are available for UPS Worldwide Expedited Ground Freight services unless otherwise noted on page [127](#).
- UPS Worldwide Expedited Ground Freight is governed by the "UPS Air Freight Terms of Contract for UPS Air Freight Services in the United States, Canada and International" at [ups-scs.com/terms](https://ups-scs.com/terms).



# Customs Brokerage

## PACKAGE

The following applies per shipment for imports into the U.S.:

- All UPS Worldwide Express Plus®, UPS Worldwide Express NA1®, UPS Worldwide Express®, UPS Worldwide Express Freight® Middy, UPS Worldwide Express Freight®, UPS Worldwide Saver®, UPS Worldwide Expedited®, UPS 3 Day Select® from Canada and UPS® Standard to/from Mexico rates include routine customs clearance. Routine customs clearance is built into your rates when you use UPS to perform the customs clearance for any of these services.
- Additional services such as parts database management, customer-specific classification directives, special operating plans, assigned rating team, custom reporting and other value-added services are part of our Customized Brokerage Services and subject to a customs entry fee and/or other charges. Please see Customized Brokerage Services in the Special Services section below for more information.
- UPS also provides services designed to facilitate movements of your UPS® Standard shipments to and from Canada (see brokerage rates into Canada at [ups.com/rates/ca](https://ups.com/rates/ca)) and other non-routine services that include formal entry clearance, live entry clearance, temporary import bonds and duty drawbacks. In addition, UPS can provide customs clearance for other ocean, air freight, truck and rail U.S. imports. The importer is responsible for all brokerage fees, including duties and taxes. See charts on the following pages for more information.
- The UPS Service Guarantee does not apply when customs clearance is performed by brokerage offices other

than those designated by UPS, or if a service delay is the result of certain events beyond our control, such as a government agency hold.

- Customs clearance for services specified here is provided by the UPS Supply Chain Solutions® customs brokerage offices designated by UPS for handling package customs clearance. Other UPS Supply Chain Solutions customs brokerage offices charge fees for clearance of packages and freight. Customs clearance and brokerage services are subject to the Customs Brokerage and Freight Forwarding Terms and Conditions/ U.S. located at [ups-scs.com/tools/terms.html](https://ups-scs.com/tools/terms.html).

For more information on any of our Customs Brokerage Services, call 1-800-782-7892.

## UPS Broker of Choice®

With UPS Broker of Choice service, importers select their own alternate customs broker for customs clearance of their UPS international shipments. This service is available for all UPS international shipments, except for UPS® Standard service.

This contractual, fee-based service allows the importer to utilize UPS for international shipping needs, with an alternate broker providing customs clearance. The importer may use UPS Broker of Choice service for specific

commodities or product lines, while continuing to utilize UPS brokerage expertise for others.

UPS technology makes shipment information and documentation (e.g., the commercial invoice) available to the designated broker at the time of export. This enables customs clearance in a timely manner.

### Importers have two options:

1. UPS Broker of Choice OnSite keeps shipments in UPS's possession while the

importer's customs broker completes customs clearance procedures prior to UPS completing delivery of the shipment.

2. UPS Broker of Choice OffSite moves shipments in-bond directly to a customs-controlled (bonded) warehouse (at the importer's direction), where the importer's customs broker completes the customs clearance procedures. The UPS transport is completed upon delivery of the shipment to the warehouse. Refer to page [137](#) for fees.

**Note:** For information on UPS Customs Brokerage Services for your freight needs, including the Customs Brokerage and Freight Forwarding Terms and Conditions, please visit [ups-scs.com](https://ups-scs.com).

# Customs Brokerage

## PACKAGE

### UPS® FTZ Facilitator

With UPS FTZ Facilitator service, importers and exporters have the ability to use UPS to transport international shipments in-bond to and from a global Free/Foreign Trade Zone (FTZ). This service is available for all UPS international shipments, except for UPS® Standard service.

This contractual, fee-based service allows the shipment of goods to and from an FTZ, while retaining the benefits of UPS's transportation network. Using UPS as a single source enables

importers and exporters to increase visibility and tracking, and reduce the chance for errors and costs associated with utilizing multiple transportation providers.

UPS technology enables shipment information and documentation (e.g., the commercial invoice) available to the customer, customer's broker and FTZ operator at the time of export. This enables prompt processing of the FTZ entry.

Importers will choose UPS FTZ Facilitator import service to direct shipments to be delivered in-bond to a designated FTZ rather than being cleared through customs.

Exporters will choose UPS FTZ Facilitator export service to ship goods in-bond from an FTZ to an international destination. Refer to page [137](#) for fees.

### Entry Preparation Charges for Importing into the United States

All rates and values are shown in U.S. funds. Rates are per shipment and do not include applicable taxes.

Value for Duty	UPS Worldwide Express Plus® UPS Worldwide Express NA1® UPS Worldwide Express® UPS Worldwide Express Freight® Midday UPS Worldwide Express Freight® UPS Worldwide Saver® UPS Worldwide Expedited® UPS 3 Day Select® from Canada UPS® Standard from Mexico	UPS® Standard from Canada*
\$0.00 to \$800.00**	No Charge***	No Charge††
\$800.01† to \$1,250.00	No Charge***	\$28.75
\$1,250.01 to \$2,500.00	No Charge***	\$40.50
Each Additional \$1,000.00 or Part Thereof	No Charge***	\$1.95

\*When UPS Supply Chain Solutions® is designated as the customs broker on the commercial invoice for the product listed above, the UPS Service Guarantee applies to your shipment, subject to its terms set forth in the applicable "UPS Tariff/Terms and Conditions of Service – United States" available at [ups.com/terms](#). The UPS Service Guarantee does not apply when customs clearance is performed by customs brokerage offices other than those designated by UPS for clearing the products listed above. Call 1-800-782-7892 for more information.

\*\*\$800.00 or current de minimis requirements set forth by law, if different.

\*\*\*For UPS Worldwide Express Plus, UPS Worldwide Express NA1, UPS Worldwide Express, UPS Worldwide Express Freight Midday, UPS Worldwide Express Freight, UPS Worldwide Saver, UPS Worldwide Expedited, UPS 3 Day Select from Canada and UPS Standard from Mexico service levels, routine customs clearance (for entries up to three entry lines) is included at no additional cost. Additional charges will apply if customs clearance is performed by customs brokerage offices other than those designated by UPS for clearing the products listed above.

†\$800.01 or \$0.01 higher than current de minimis requirement set forth by law, if different.

††An Entry Preparation Charge will apply on any UPS Standard from Canada shipment below de minimis value requiring an entry, at the fee amount published for goods valued between \$800.01 and \$1,250.00.

# Customs Brokerage

## PACKAGE

The Customs Brokerage information below applies to all UPS international package and UPS Worldwide Express Freight® services, unless otherwise noted.

Service	Explanation	Fee
<b>BONDS (CONTRACT ONLY)</b>		
<b>Continuous Transaction Bond</b>	<ul style="list-style-type: none"> <li>– One-year import bond for all entries made in a single year with up to \$50,000.00 coverage.</li> <li>– Required under special circumstances.</li> </ul>	\$525.00
<b>In-Transit Bond (IT Bond)</b>	– Allows a shipment to be transported under U.S. Customs and Border Protection supervision until it is formally entered into the customs territory of the U.S. and duty is paid, or until it is exported from the U.S.	\$85.00
<b>Single Entry Bond (SEB)</b>	<ul style="list-style-type: none"> <li>– One-time import bond issued to ensure compliance with U.S. laws and regulations.</li> <li>– When an SEB is necessary, UPS will contact the importer prior to customs clearance.</li> </ul>	\$4.50 per \$1,000.00 (minimum \$45.00)
<b>SPECIAL ENTRIES</b>		
<b>Additional Consignee or Invoice</b>	– A fee applies if the shipment has more than one consignee or one commercial invoice.	\$2.10 per consignee or invoice
<b>Complex Entries</b>	<ul style="list-style-type: none"> <li>– Usually requires a formal entry and may require an additional day of customs clearance.</li> <li>– A Complex Entry fee will be applied to the following: <ul style="list-style-type: none"> <li>• A live entry that is required by U.S. Customs and Border Protection (CBP) when an export license (visa) is mandated for import into the U.S.</li> <li>• If the commodity and country of origin require Antidumping/Countervailing Duties. Antidumping/Countervailing Duty entries help U.S. companies compete with foreign industries and require additional information for U.S. Customs and Border Protection.</li> <li>• Any imported goods, goods returned and goods previously imported that require additional U.S. Customs and Border Protection documentation to substantiate the duty-free claim.</li> <li>• Goods with additional licensing requirements.</li> <li>• When the customer requests UPS to file a single entry for a non-restricted commodity which normally qualifies for clearance under a consolidated manifest (Title 19 C.F.R. 128).</li> </ul> </li> </ul>	\$25.00
<b>Duty Drawbacks</b>	– The preparation of a refund request for part or all of customs duty or domestic tax paid on imported merchandise that was subsequently manufactured into a different article or re-exported.	\$90.00 minimum*
<b>Entry-Line Charge After First Three Lines</b>	– A fee applies when more than three entry lines are entered.	\$3.20/line
<b>Entry Type 86 Processing</b>	– A fee applies when the customer requests UPS to file a single entry under Entry Type 86 for a shipment which normally qualifies for clearance under a consolidated manifest (Title 19 C.F.R. 128.24(e)).	\$11.00
<b>Fish and Wildlife (F&amp;W) Entry Preparation</b>	– Fish and Wildlife Service is a government agency that requires the filing of certain documents and permits, and conducts inspections of products that contain wildlife or plant species that fall under the F&W jurisdiction. A fee of \$25.00 will be assessed for UPS preparing and submitting the Fish and Wildlife USFWS Form 3-177.	\$25.00**
<b>Foreign Trade Zone (FTZ) Entry</b>	– These types of entries are non-routine and must be requested by the importer to UPS Supply Chain Solutions. For more information, refer to UPS® FTZ Facilitator service on pages <a href="#">135</a> and <a href="#">137</a> .	Upon request

\*Additional charges may apply.

\*\*All fees charged by any government agency or other third party, if any, will be billed in addition to the listed fees.

# Customs Brokerage

## PACKAGE

The Customs Brokerage information below applies to all UPS international package and UPS Worldwide Express Freight® services, unless otherwise noted.

Service	Explanation	Fee
SPECIAL ENTRIES (CONTINUED)		
Partner Government Agency (PGA) Clearance	<ul style="list-style-type: none"><li>Government agencies work with U.S. Customs and Border Protection on regulating and controlling commodities coming into the U.S. from other countries.</li><li>Special documents must be submitted to these agencies for shipments that contain controlled commodities.</li><li>Agencies include the Food and Drug Administration (FDA), Department of Agriculture (USDA) and the Federal Communications Commission (FCC), among others.</li></ul>	\$25.00*
Prior Notice for Food and Food Products	<ul style="list-style-type: none"><li>A fee applies if you want UPS to provide Prior Notice to the U.S. Food and Drug Administration (FDA) for food and food products imported into or moving through the U.S. This advance notice is required by the Bioterrorism Preparedness and Response Act of 2002. For import shipments, the Prior Notice fee is in addition to the existing FDA Clearance fee for regulated food and food products.</li></ul>	\$12.00
Temporary Import Under Bond	<ul style="list-style-type: none"><li>Special customs entry for merchandise to be brought into the country exempt of duty, provided the merchandise exits the country within a certain amount of time and under U.S. Customs and Border Protection supervision.</li></ul>	\$95.00
UPS Broker of Choice®	<ul style="list-style-type: none"><li>Enables an importer to use an alternate customs broker for imported shipments, providing advanced visibility of shipment documents to the selected alternate broker, clearance while in UPS's possession (OnSite), with UPS completing delivery or after UPS has delivered to a designated bonded warehouse (OffSite).</li></ul>	\$55.00 (OnSite)/\$55.00 (OffSite) OffSite will also include a separate In-Transit Bond fee
UPS® FTZ Facilitator	<ul style="list-style-type: none"><li>Facilitates the bonded movement from the first port of arrival to the FTZ location, providing advanced visibility of shipment documents to the importer or FTZ operator; also available for international shipments originating in FTZ.</li></ul>	\$80.00
Warehouse Entry	<ul style="list-style-type: none"><li>Fee assessed to the customer when a request is made by the importer to file a warehouse entry.</li><li>These types of entries are non-routine and must be requested by the importer to UPS Supply Chain Solutions.</li></ul>	\$132.50
OTHER SERVICES		
Customized Brokerage Services	<ul style="list-style-type: none"><li>UPS can provide additional customized brokerage services to meet your specific importing and compliance needs.</li><li>Examples of these contractual, fee-based services include customized reports, shipment pre-alerts, classification confirmations and others.</li><li>The fees for these customized services depend on the types of services requested.</li></ul>	Upon request
Customs Entry Packets	<ul style="list-style-type: none"><li>Entry and payment documentation for shipments that have been through the U.S. Customs and Border Protection payment and review process.</li><li>Request by the shipper, consignee and/or third party for import clearance documentation which could include, but is not limited to, records previously supplied to the broker by the shipper/consignee or copies of any import clearance documentation.</li></ul>	\$2.00 per packet or shipment
Disbursement Fee	<ul style="list-style-type: none"><li>Customers are responsible for payment of duty and taxes.</li><li>Fee of 2% (minimum \$12.00) of the amount paid or processed by UPS on behalf of the customer will be charged.</li></ul>	2% of Duty/Tax (minimum \$12.00)
Duty	<ul style="list-style-type: none"><li>Fee imposed by U.S. Customs and Border Protection on imported merchandise.</li></ul>	Based on the value and/or gross weight; it differs according to the commodity

\*All fees charged by any government agency or other third party, if any, will be billed in addition to the listed fees.

# Customs Brokerage

## PACKAGE

The Customs Brokerage information below applies to all UPS international package and UPS Worldwide Express Freight® services, unless otherwise noted.

Service	Explanation	Fee
OTHER SERVICES (CONTINUED)		
<b>Formal Entry</b>	– Required for shipments valued at more than \$2,500.00 (U.S.) or for shipments containing specific commodities designated by U.S. Customs and Border Protection.	See Complex Entries on page <a href="#">136</a>
<b>Marking Notice Processing</b>	– Special documents must be filed for a shipment not properly marked with the country of origin. – Customs Power of Attorney must also be completed and on file with brokerage before the shipment can be forwarded to the consignee for proper marking.	\$80.00
<b>Merchandise Processing Fee</b>	– A non-refundable fee charged by U.S. Customs and Border Protection for administrative expenses for processing certain imported shipments. The fee will not apply if the goods qualify under applicable free trade agreements.  For Air shipments: – Applicable only for formal entries (customs value more than \$2,500.49 or as required by regulation).  For Ground shipments: – Applicable for both informal and formal entries.	Based on the value of merchandise; minimum and maximum fees may apply
<b>Overtime/Special Handling Service (Hourly Rate)</b>	– When additional, non-routine activities/services are required, selected services may be performed by UPS. – Services offered include (but are not limited to) manipulations, labeling, inventory, auditing, customized reports, spreadsheets, key entry, general order processing, etc. – UPS reserves the right to charge in one-hour increments, rounded up to the next hour. – Please contact a brokerage specialist if there is a need for additional clearance services.	\$53.00 per hour*
<b>Post Entry Services</b>	– Protest: Request from an importer to recoup the overpayment of duty to U.S. Customs and Border Protection due to a description discrepancy or misclassification on the customs entry. – Post Summary Correction: Request from an importer to obtain corrections to an entry filed with U.S. Customs and Border Protection prior to liquidation. – Voluntary Tender: Request from an importer to submit additional duties owed to U.S. Customs and Border Protection, where submission is initiated by the customer.	\$95.00 / \$120.00**
<b>Pre-Release Notification</b>	– This fee applies when customer contact is required prior to releasing the shipment.	\$14.00 per shipment
<b>Transportation Handling</b>	– Assessed when shipments are removed from the UPS system, at the request of the importer, to be forwarded to another broker for clearance. – Shipments are transferred from the UPS-bonded facility to the designated bonded agent's facility. – A bonded carrier or cartman must be used to transfer goods in-bond from UPS to another carrier based on approval to move the goods from U.S. Customs and Border Protection. – Transfer may be denied by UPS Supply Chain Solutions® Customs Brokerage Services.	\$30.00
<b>United States-Mexico-Canada Agreement (USMCA) Processing</b>	– Special processing to ensure that the required USMCA documentation on a shipment is complete to allow any applicable reduced tariff.	\$21.25
<b>Warehouse Storage – Air/Ground – Per Day After Two Days</b>	– Assessed when shipments remain in the UPS warehouse after the two free days regardless of the customs broker.	\$20.00 + \$0.04 per lb. per day

\*All fees charged by any government agency or other third party, if any, will be billed in addition to the listed fees.

\*\*Complex post entry services include, but are not limited to, protests and complex post summary corrections (i.e., tariff exclusions and multiple tariff lines).

# How To Use This Guide

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<b>Section 1</b>	CHOOSING A SERVICE	PAGES <a href="#">3-9</a>
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<b>Section 2</b>	PREPARING A SHIPMENT	PAGES <a href="#">10-24</a>
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<b>Section 3</b>	DETERMINING THE RATE	PAGES <a href="#">25-138</a>
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## Section 4

### TRACKING AND PAYMENT

Convenient and up-to-the-minute ways to track shipments are reviewed, as well as an explanation of the UPS invoice, its presentation and various billing and payment options.

- Track your shipment as it moves through the UPS system from drop-off or pickup to completed delivery. Pages [140-141](#)
  - Choose to review your invoice in a variety of electronic formats or as a paper summary. Page [142](#)
  - Select from a number of payment plans that offer weekly and monthly options. Page [143](#)
  - Review solutions for managing your invoice and tips on how to avoid additional charges. Page [144](#)
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# Track Your Shipment

## Convenient Ways to Track Shipments

Method	Description
<b>UPS® Mobile App*</b>	– Track your package and freight shipments anytime and anywhere directly from your mobile device. Visit <a href="https://ups.com/mobile">ups.com/mobile</a> to learn more or to download the app.
<a href="https://coyote.com">coyote.com</a>	Provides direct access for customers to create, view, track and settle their own loads, and for carriers to find, accept and update loads. – Network map includes filters to provide a focused, filtered view and ability to hover over lane to see lane information. – Customizable load board allows users to add or remove columns to view the most valuable information. – Streamlined accounting features allow for uploading paperwork, viewing invoices and checking accounting status. – Call 1-877-626-9683 or <a href="https://coyote.com/technology">coyote.com/technology</a> for more information.
<b>CoyoteHOWL®</b>	– CoyoteHOWL® mobile app allows shippers to easily connect with their Coyote reps and access shipments, documents and business trends right from their mobile phones. It offers ability to receive load updates via push notifications and provides shippers free, on-the-go visibility 24/7. – Visit <a href="https://noexcuses.coyote.com/CoyoteHOWL">noexcuses.coyote.com/CoyoteHOWL</a> to learn more.
<b>Flex® Global View</b>	– Query status and receive e-mail alerts on Air Freight, Ocean Freight and UPS Worldwide Expedited® Ground Freight shipment exceptions, warehouse inventory and backorders, purchase orders and fulfillment, as well as customs brokerage entries and clearance. – Search by multiple customer reference types, trade lanes, purchase orders, waybills, bills of lading and ocean containers; receive standard and customized reports in PDF, Excel or text formats. – Contact your UPS representative or visit <a href="https://ups.com">ups.com</a> for more information on <a href="#">Flex Global View</a> .
<b>UPS InfoNotice® Number</b>	– Number assigned by UPS that links all shipments for a delivery attempt together (patent pending). For detailed information on each shipment, go to <a href="https://ups.com">ups.com</a> or call 1-800-833-9943.
<a href="https://upsfreight.com">upsfreight.com</a>	– Track UPS Freight® LTL shipments directly from the <a href="https://upsfreight.com">upsfreight.com</a> homepage using your PRO Number. You can also track using your Bill of Lading or Purchase Order numbers.
<b>UPS My Choice®**</b>	– Provides recipients with proactive delivery alerts via text,** e-mail or UPS® Mobile App push notification the day before delivery and the morning of delivery. Confirmation of delivery and delivery schedule updates are available.
<b>UPS My Choice® for Business</b>	– A new web-based tool designed to give commercial and home-based businesses better control and visibility into their shipments, allowing them to easily manage their UPS services from a customizable dashboard: • At-a-glance view of all inbound and outbound shipments with interactive dashboards to easily track shipments • View estimated delivery windows to prepare incoming shipments • Filter by date, shipment characteristics or accounts with updates from label creation to delivery • View current shipment status to provide more accurate timing to customers and help resolve any issues • Set notifications preferences to get automatic status alerts, including for the day before and day of delivery • Enable additional users within your organization to access important visibility information • Learn more and enroll any time at: <a href="https://ups.com/mychoiceforbusiness">ups.com/mychoiceforbusiness</a>
<b>PRO Number</b>	– Number automatically assigned to your LTL shipment by UPS Freight® to identify and locate the shipment.
<b>Quantum View® Data*</b>	– An information service that provides package status updates via data files hourly (or as often as requested), when new information is available, about UPS shipments you ship/receive and shipments billed to your UPS account. Files are available in CSV, Flat File (TXT), XML and EDI formats for integration into your software applications and databases. – Contact your UPS representative or visit <a href="https://ups.com/quantumview">ups.com/quantumview</a> for more information.
<b>Quantum View Manage®</b>	– Allows you to receive proactive package and freight shipment status information via a user-friendly web interface without having to provide a tracking number. View information about UPS shipments you ship, receive or bill to your UPS account. – Create custom views of shipping information, filter information and results, search by criteria you choose, set alerts, e-mail interested parties with shipping information and download data. – For importers: provides additional inbound solutions to expedite clearance delays, automate customs compliance processes, audit post-clearance shipments prior to the payment of duties, contact UPS Customs Brokerage representatives and archive trade documents. – Contact your UPS representative or visit <a href="https://ups.com/quantumview">ups.com/quantumview</a> for more information.
<b>Quantum View Notify®</b>	– Sends proactive e-mail notifications of key package and freight shipment events to as many as five e-mail addresses per request or two SMS recipients when requested in UPS.com tracking or Quantum View Manage. – Choose any combination of three critical shipment notifications for a particular shipment: when shipping information is received by UPS, when the shipment is delivered and when there is an exception which results in a change in the scheduled day of delivery. – Can be requested at the time a shipment is processed in WorldShip® or UPS CampusShip® shipping systems, the UPS App, the UPS® Developer Kit, <a href="https://ups.com">ups.com</a> shipping and a UPS Ready® solution approved to use this service. – Can also be selected post-shipment at Tracking on <a href="https://ups.com">ups.com</a> and Quantum View Manage tracking. – Contact your UPS representative or visit <a href="https://ups.com/quantumview">ups.com/quantumview</a> for more information. – If UPS carbon neutral is also selected, e-mail notifications will be on a UPS carbon neutral branded template highlighting that the shipment is carbon neutral.
<b>Reference Number</b>	– Number you can assign when you ship to help you identify your shipment. Reference number can contain any combination of letters and numbers up to 35 characters.
<b>Text Message</b>	– Track your package shipment via text messaging. Visit <a href="https://ups.com/mobile">ups.com/mobile</a> to get started.

\*Not available for UPS Worldwide Express Freight® Services.

\*\*Your carrier's standard message and data rates may apply.

# Track Your Shipment

## Convenient Ways to Track Shipments (continued)

Method	Description
<b>Tracking Number</b>	– Number automatically assigned to your shipment by UPS to identify and locate the shipment as it travels through the UPS system.
<a href="https://www.ups.com">ups.com</a>	– Track your package and freight shipments directly from the <a href="https://www.ups.com">ups.com</a> homepage or click on the Tracking menu to track up to 25 different tracking or UPS InfoNotice® numbers; you can also track by using your own reference numbers.
<b>Within Your Business</b>	– Integrate the Tracking Application Programming Interface (API), one of the UPS Developer Kit APIs, into your business applications or onto your website; use a tracking or reference number to track your package and freight shipments.

## PACKAGE

### Proof of Delivery (P.O.D.)

Service	Description
<b>Proof of Delivery (P.O.D.)</b>	– Proof of Delivery of a shipment via e-mail, fax or mail is subject to a charge which will be assessed to the shipper. Refer to page 118 for charges and details.
<b>UPS Delivery Confirmation (Domestic)</b>	– Confirmation of delivery for domestic package will be mailed to the shipper. Delivery Confirmation mailings will no longer be included with Signature Required or Adult Signature Required services. Refer to page 115 for charges and details.
<b>Signature Tracking®</b>	<ul style="list-style-type: none"> <li>– Web-based enhanced shipment tracking for instant access to Proof of Delivery information, including a digital signature image and full delivery address.</li> <li>– Available at no charge.</li> <li>– Sign up at <a href="https://www.ups.com/myups/login">ups.com/myups/login</a>. Once logged in, select Tracking from the Services menu and then choose Signature Tracking from the menu of services on the right side of the page.</li> </ul>

### Manage Your Claims

Now you can efficiently and conveniently manage your package claims online. From this website you can:

- Report a problem
- Provide claim documentation
- Check the status of a claim
- Receive key status updates via e-mail
- View and download claim history
- Initiate a claim dispute
- Access information about minimizing specific packaging problems that can result in lost or damaged packages
- Contact UPS with questions

You can access the claim site by:

- Visiting [Claims Support](#)
- Going to the Customer Service section under the Support tab on [ups.com](https://www.ups.com)

Plus, the ability to manage your claims has been integrated into systems you already use:

- Tracking on [ups.com](https://www.ups.com): If there is a problem with your package, you will see a link under “File a Claim” on the detailed tracking result page. This link will allow you to report a lost or damaged package or missing C.O.D.

- Quantum View Manage® tracking: If you are a subscriber, you will see a link on the Shipment Progress page to “report a lost or damaged package.”

For UPS Worldwide Express Freight® Midday and UPS Worldwide Express Freight® claims, call 1-800-782-7892.



# Reviewing Your Invoice

## Viewing, Downloading, Paying and Managing Your Invoice

UPS offers a number of options for viewing, downloading, paying and managing your invoice. You may want to consider one of our information-rich electronic invoice formats, designed to help your company allocate and reconcile UPS charges more effectively. To learn more or enroll in these options, visit [ups.com/billing](https://ups.com/billing).

Solutions	Description	Benefits
<b>UPS Billing Center</b>	<ul style="list-style-type: none"> <li>– A secure, easy-to-use website that allows you to view, pay and request adjustments to your invoice online.</li> <li>– Provides invoices electronically through online reporting, customized reports or downloading a file of your invoice similar to UPS Billing Data in PDF, CSV (32 and 250 elements) or XML formats.</li> <li>– To learn more, visit <a href="https://ups.com/billing">ups.com/billing</a>.</li> </ul>	<ul style="list-style-type: none"> <li>– An electronic alternative to receiving paper bills for package and freight services, including Brokerage and UPS Mail Innovations® service.</li> <li>– Receive invoices faster.</li> <li>– Set up/arrange to have payments sent electronically, eliminating the printing and mailing of checks.</li> <li>– Access to supporting brokerage documents (e.g., Commercial Invoice) for U.S. import shipments.</li> <li>– Create/download summary or detailed reports to improve cost allocation for package shipments.*</li> <li>– Print as much or as little of the invoices as needed.</li> <li>– Electronic filing of invoices saves time and space.</li> </ul>
<b>UPS Billing Data</b>	<ul style="list-style-type: none"> <li>– UPS Billing Data is a detailed electronic billing file that can be received in a CSV, XML or EDI 210 format.</li> <li>– To learn more, visit <a href="https://ups.com/billing">ups.com/billing</a>.</li> </ul>	<ul style="list-style-type: none"> <li>– An electronic alternative to receiving paper bills for package and freight services.</li> <li>– Receive invoices faster.</li> <li>– Allows the integration of UPS billing information into accounting and other business applications.</li> <li>– Facilitates faster and easier invoice reconciliation, cost allocation and accounts payable processes.</li> </ul>
<b>UPS PDF Invoice</b>	<ul style="list-style-type: none"> <li>– The electronic document is an exact copy of your paper bill and is available for domestic, export, import and LTL bills.</li> <li>– When your bill is ready, UPS will send you an e-mail that directs you to <a href="https://ups.com">ups.com</a> to receive your invoice.</li> </ul>	<ul style="list-style-type: none"> <li>– Able to view up to 52 weeks of PDF invoices.</li> <li>– Easy record-keeping and allows you to view your statements faster.</li> </ul>
<b>UPS Paper Bill</b>	<ul style="list-style-type: none"> <li>– Receive a summary or detailed paper bill sent via the U.S. Mail.</li> </ul>	<ul style="list-style-type: none"> <li>– Does not require a computer to review shipping charges.</li> </ul>
<a href="https://coyote.com">coyote.com</a>	<ul style="list-style-type: none"> <li>– Provides direct access for customers to create, view, track and settle their own loads, and for carriers to find, accept and update loads.</li> <li>– Call 1-877-626-9683 or <a href="https://coyote.com/technology">coyote.com/technology</a> for more information.</li> </ul>	<ul style="list-style-type: none"> <li>– Network map includes filters to provide a focused, filtered view and ability to hover over lane to see lane information.</li> <li>– Customizable load board allows users to add or remove columns to view the most valuable information.</li> <li>– Streamlined accounting features allow for uploading paperwork, viewing invoices and checking accounting status.</li> <li>– Simplified tracking allows you to flag and track high-priority shipments, export entire load activity for easy viewing and mark specific commodities to quickly view all related shipments.</li> </ul>

\*Not available for Air Freight, Ocean Freight and UPS Worldwide Expedited® Ground Freight.

# Reviewing Your Invoice

## PACKAGE

### UPS Billing and Payment Schedules

Schedules	Description
<b>Billed Weekly/Pay Weekly</b>	<ul style="list-style-type: none"> <li>– Receive an invoice weekly and pay weekly.</li> <li>– Payment is due within the terms stated on the invoice.</li> <li>– A late payment fee will be assessed on balances that are past due.</li> <li>– Payment can be made by Electronic Funds Transfer, credit card or check.</li> <li>– Electronic Payment options are available via the UPS Billing Center.</li> </ul>
<b>Billed Weekly/Pay Monthly</b>	<ul style="list-style-type: none"> <li>– Receive an invoice weekly but pay only once a month.</li> <li>– A prepayment equal to four weeks' average shipping charges must be made and will remain on account with UPS.</li> <li>– Payment is due within the terms stated on the invoice.</li> <li>– A late payment fee will be assessed on balances that are past due.</li> <li>– Payment can be made by Electronic Funds Transfer or check.</li> <li>– Electronic Payment options are available via the UPS Billing Center.</li> </ul>
<b>Billed Monthly/Pay Monthly*</b>	<ul style="list-style-type: none"> <li>– Receive an invoice monthly and pay monthly.</li> <li>– A prepayment equal to four weeks' average shipping charges must be made and will remain on account with UPS.</li> <li>– To avoid a prepayment, a Credit Extension Fee can be charged based on your annual shipping charges and is subject to change annually.</li> <li>– Establishing an Electronic Funds Transfer payment option allows you to avoid a prepayment and the Credit Extension Fee.</li> <li>– Payment is due within the terms stated on the invoice.</li> <li>– A late payment fee will be assessed on balances that are past due.</li> <li>– Payment can be made by Electronic Funds Transfer or check.</li> <li>– Electronic Payment options are available via the UPS Billing Center.</li> </ul>

\*Monthly billing is limited to customers with average shipping charges of \$200.00 or less per week. To be eligible for the Credit Extension Plan, you must use UPS transportation services solely for business, commercial or agricultural purposes. The first-year fee is \$45.00. The fee for each following year will be based on yearly revenue. If the yearly revenue is under \$15,600.00, the fee will be \$45.00. If the yearly revenue exceeds \$15,600.00, the fee will be the actual yearly revenue multiplied by .0163.

#### Notes:

- UPS reserves the right to approve billing and payment schedules and payment methods requested.
- The "UPS Tariff/Terms and Conditions of Service – United States" available at [ups.com/terms](https://www.ups.com/terms) contains provisions for a late payment fee on past-due balances (including, without limitation, any previously assessed, but unpaid, late payment fees).
- The shipper should check with its bank to ensure that there are no fees for electronic transactions.

# Reviewing Your Invoice

## Solutions for Managing Your Invoice

UPS offers a variety of options to help you manage your shipping costs by allowing you to determine who pays what portion of the shipping charges.

## UPS Billing/Payer Options

Options	Description
PACKAGE, AIR FREIGHT, LESS-THAN-TRUCKLOAD AND UPS WORLDWIDE EXPEDITED® GROUND FREIGHT	
<b>Bill Shipper (Prepaid)</b>	– Shipper's UPS account is billed for shipping charges.
<b>Bill Receiver (Freight Collect)</b>	– Receiver's UPS account is billed for shipping charges.
<b>Bill Third Party</b>	– A third party's UPS account is billed for shipping charges.
INTERNATIONAL PACKAGE	
<b>Free Domicile</b>	– The shipper pays all costs of delivery, including customs clearance fees, directly to the door of the consignee.
<b>Split Duty and Tax</b>	– Shipper's UPS account is billed for shipping charges and duties. – Receiver's UPS account is billed for all taxes.
AIR FREIGHT AND UPS WORLDWIDE EXPEDITED GROUND FREIGHT	
<b>Shipper's Check Received</b>	
– Delivery Duties Paid (DDP)*	Fees vary by country and seller's charges.
– Delivery Duties Unpaid (DDU)*	Importer is responsible for fees that vary by country.

*\*For a quoted price, the seller/exporter clears the goods for export and is responsible for making them available to the buyer at the named place of destination cleared for import, but not unloading them from the transport vehicle.*

### Notes:

- For international shipments, the above billing options can be used in combination with one another, allowing the shipper, receiver or third party to be billed for all or part of the shipping charges. International shipping charges typically include the cost of transportation, duties, brokerage fees and taxes.
- Unless otherwise specified at the time of shipping, shipping charges are billed to the shipper. In the event of non-payment by the consignee or third party, the charges are billed to the shipper.

## Managing Inbound Charges

Control who can and cannot bill shipping charges to your UPS account number. There are two convenient ways to manage this process. Select the option that is appropriate for your business needs.

- Allow any shipper to bill shipping charges to your UPS account number, except for certain shippers you wish to exclude.

- Allow only certain shippers to bill shipping charges to your UPS account and exclude all others.

To begin controlling your inbound charges, go to [ups.com/billing](https://ups.com/billing).

## Consolidated Payment Plans

A Consolidated Payment Plan offers a convenient way to aggregate UPS invoices for multiple UPS account numbers into a single invoice for payment.

Consolidated Payment Plans can be created for UPS domestic, export and import invoices.

To learn more about Consolidated Payment Plans, call 1-800-PICK-UPS® (1-800-542-5877).

## Managing Additional Charges

Additional charges can occur when shipments are not processed properly.

Tips for avoiding these charges may be found at [ups.com/avoidcharges](https://ups.com/avoidcharges).

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## Event Summary - NASPO Small Package Delivery Services

Type	Request for Proposal No Line Item	Number	CH21-36
Stage Title	-	Organization	StateOfUtah
Currency	US Dollar	Event Status	Awarded
Work Group	Division of Purchasing	Exported on	9/14/2021
Exported by	Cherilyn Hess	Estimated Value	-
Payment Terms	-		

## Bid and Evaluation

Respond by Proxy	Allow	Use Panel Questionnaire	No
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No		

## Visibility and Communication

Visible to Public Yes

Enter a short description for this public event

*The State of Utah, Division of Purchasing and General Services is requesting proposals for Small Package Delivery Services in collaboration with NASPO ValuePoint.*

## Commodity Codes

Commodity Code	Description
78100	Mail and cargo transport including transport of letters and parcels and postal and small parcel and courier services and letter or small parcel local delivery services and worldwide delivery services

## Event Dates

Time Zone	MDT/MST - Mountain Standard Time (US/Mountain)
Released	-
Open	3/12/2021 2:00 PM MST
Close	4/26/2021 2:00 PM MDT
Sealed Until	4/26/2021 2:00 PM
	Show Sealed Bid Open Date to Vendor
Q&A Close	4/16/2021 10:45 AM MDT

## Event Users

### Event Creator

Cherilyn Hess  
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### Event Owners

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## Description

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### **The State of Utah**

Division of Purchasing & General Services

In conjunction with

### **NASPO ValuePoint**

---

# **Request for Proposal**

## **State of Utah Solicitation Number CH21-26**

### **NASPO ValuePoint Master Agreement for**

### **Small Package Delivery Services**

This Request for Proposals ("RFP") is issued in accordance with the Utah Procurement Code and applicable administrative rules of the Utah Administrative Code. If any provision of this RFP conflicts with the Utah Procurement Code or Utah Administrative Code, then the Utah Procurement Code or Utah Administrative Code will take precedence.

#### **Purpose of this Solicitation**

The purpose of this RFP is to enter into a contract to provide: NASPO ValuePoint Master Agreement for Small Package Delivery Services.

This RFP and resulting contract award(s) is a solutions-based solicitation; meaning the State of Utah is seeking equipment, products, and/or services that meet the requirements of this RFP and that are commonly desired or are required by law or industry standards. Offerors may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, and/or services identified in this RFP.

Given the cooperative nature of this RFP, it is expected that offerors shall propose a wide array of equipment, products, and/or services at lower prices and with better value than what they would ordinarily offer to the public or to a single government entity.

#### **Closing date and time**

The closing date and time for this sourcing event is as provided in this posting. 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.

#### **Multiple Contract Award Anticipated**

It is anticipated that this RFP will result in multiple contract awards. 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.

#### **Future Procurements**

The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.



**Length of the Contract**

The contract resulting from this RFP will be for FIVE (5) years.

**Background**

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>).

**Issuing Procurement Unit, Conducting Procurement Unit, and Solicitation Number**

The State of Utah Division of Purchasing is the issuing procurement unit and the conducting procurement unit for this RFP (referred to as “the State”). The reference number for this RFP is Solicitation #CH21-36. This solicitation number must be referred to on all proposals, correspondence, and documentation submitted to the State relating to this RFP.

**Additional Information**

Offerors are prohibited from communications regarding this RFP with the conducting procurement unit staff, evaluation committee members, or other associated individuals EXCEPT the State of Utah Division of Purchasing procurement officer overseeing this RFP.

Wherever in this RFP an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, “or equivalent” apply; and invites the submission of equivalent products by the Offerors.

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.

The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.

The State reserves the right to conduct discussions with the Offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions.

**New Technology**

Pursuant to Utah Administrative Rule R33-12-502 the awarded contract(s) may be modified to incorporate new technology or technological upgrades associated with the procurement item being solicited, including new or upgraded: (i) systems; (ii) apparatuses; (iii) modules; (iv) components; and (v) other supplementary items. Further, a maintenance or service agreement associated with the procurement item under the resulting contract(s) may be modified to include any new technology or technological upgrades. Any contract modification incorporating new technology or technological upgrades will be specific to the procurement item being solicited and substantially within the scope of the original procurement or contract.

**Evaluation Administrative and Mandatory Minimum Requirement Compliance**

Each proposal received shall be evaluated as outlined in this RFP and the Utah Procurement Code.

To be responsive and responsible Offerors must review and respond to the following sections of this RFP: Prerequisites, Buyer Attachments, Questions, and Items.

- The Prerequisites section includes the objective and subjective criteria that will be used to evaluate the proposals, which include the mandatory minimum requirements, technical criteria, and other prerequisites that Offerors must read and agree to in order to respond to this RFP.
- The Buyer Attachments Section contains the standard contractual terms and conditions required by the State and any other required documents associated with this RFP.

- The Questions Section contains the questions that Offerors are required to answer in order to submit a proposal.

Offerors must review each section carefully.

**Right to Open For Competition**

The State of Utah reserves the right and may reopen this solicitation, or create a new solicitation if it determines there may be more competition for the procurement item than when the original solicitation was posted.

## Prerequisites

★ Required to Enter Bid

### 1 ★ Instructions To Vendor :

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.

#### **Certification**

I certify that I have read and agree to the terms above.

#### **Vendor Must Also Upload a File:**

No

#### **Prerequisite Content:**

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.

2 ★ **Instructions To Vendor :**

All questions must be submitted through SciQuest during the Question and Answer period.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

The Question and Answer period closes on date and time specified on SciQuest. All questions must be submitted through SciQuest during the Question and Answer period. Answers from the State will be posted on SciQuest. 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 SciQuest. Offerors should periodically check SciQuest 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.

**3 ★ Instructions To Vendor :**

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. See the Buyers Attachment section.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

**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.



4 ★ **Instructions To Vendor :**

The issuing procurement unit may not accept a proposal after the time for submission of a proposal has expired.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

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 SciQuest. If an Offeror is in the middle of uploading a proposal when the closing time arrives, SciQuest 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 SciQuest 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.

5 ★ **Instructions To Vendor :**

Proposals must be submitted electronically, through SciQuest.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

When submitting a proposal electronically through SciQuest, please allow sufficient time to complete the online forms and to upload proposal documents. The RFP will end at the deadline. If an Offeror is in the middle of uploading a proposal when the deadline arrives, the system will stop the upload process and the proposal will not be accepted by SciQuest, and the attempted submission will be considered late and ineligible for consideration.

6 ★ **Instructions To Vendor :**

Offeror acknowledges the requirements to submit a proposal through SciQuest.

**Certification**

I certify that I have read and agree to the terms above.

**Vendor Must Also Upload a File:**

No

**Prerequisite Content:**

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.

## Buyer Attachments

CH21-36 RFP- Amended 4-15-2021	CH21-36 RFP- Amended 4-15-2021.docx	../Attachments/CH21-36 RFP- Amended 4-15-2021.docx
Attachment A- NASPO ValuePoint Master Agreement Terms and Conditions	Attachment A- NASPO ValuePoint Master Agreement Terms and Conditions.docx	../Attachments/Attachment A- NASPO ValuePoint Master Agreement Terms and Conditions.docx
Attachment B- Scope of Work	Attachment B- Scope of Work.docx	../Attachments/Attachment B- Scope of Work.docx
Attachment C- Cost Proposal - Amended 4-9-2021.xlsx	Attachment C- Cost Proposal - Amended 4-9-2021.xlsx	../Attachments/Attachment C- Cost Proposal - Amended 4-9-2021.xlsx
Attachment D- RFP Evaluation Scoresheet	Attachment D- RFP Evaluation Scoresheet.xls	../Attachments/Attachment D- RFP Evaluation Scoresheet.xls
Attachment E- Alaska ITP	Attachment E- Alaska ITP.pdf	../Attachments/Attachment E- Alaska ITP.pdf
Attachment F- California ITP	Attachment F- California ITP.pdf	../Attachments/Attachment F- California ITP.pdf
Attachment G- Colorado ITP	Attachment G- Colorado ITP.pdf	../Attachments/Attachment G- Colorado ITP.pdf
Attachment H- Florida ITP	Attachment H- Florida ITP.docx	../Attachments/Attachment H- Florida ITP.docx
Attachment I- Hawaii ITP	Attachment I- Hawaii ITP.pdf	../Attachments/Attachment I- Hawaii ITP.pdf
Attachment J- Idaho ITP	Attachment J- Idaho ITP.docx	../Attachments/Attachment J- Idaho ITP.docx
Attachment K- Louisiana ITP	Attachment K- Louisiana ITP.docx	../Attachments/Attachment K- Louisiana ITP.docx
Attachment L- Maryland ITP	Attachment L- Maryland ITP.pdf	../Attachments/Attachment L- Maryland ITP.pdf
Attachment M- Montana ITP	Attachment M- Montana ITP.docx	../Attachments/Attachment M- Montana ITP.docx
Attachment N- Nevada ITP	Attachment N- Nevada ITP.docx	../Attachments/Attachment N- Nevada ITP.docx
Attachment O- Oregon ITP	Attachment O- Oregon ITP.pdf	../Attachments/Attachment O- Oregon ITP.pdf
Attachment P- Rhode Island ITP	Attachment P- Rhode Island ITP.pdf	../Attachments/Attachment P- Rhode Island ITP.pdf
Attachment Q- South Dakota ITP	Attachment Q- South Dakota ITP.docx	../Attachments/Attachment Q- South Dakota ITP.docx
Attachment R- Texas ITP	Attachment R- Texas ITP.docx	../Attachments/Attachment R- Texas ITP.docx
Attachment S- Utah ITP	Attachment S- Utah ITP.pdf	../Attachments/Attachment S- Utah ITP.pdf
Attachment T- Arizona ITP	Attachment T- Arizona ITP.pdf	../Attachments/Attachment T- Arizona ITP.pdf
Attachment U- Tennessee ITP	Attachment U- Tennessee ITP.pdf	../Attachments/Attachment U- Tennessee ITP.pdf
Attachment V- Ohio ITP	Attachment V- Ohio ITP.docx	../Attachments/Attachment V- Ohio ITP.docx
Attachment W- Delaware ITP	Attachment W- Delaware ITP.pdf	../Attachments/Attachment W- Delaware ITP.pdf
Attachment X- New Mexico ITP	Attachment X- New Mexico ITP.pdf	../Attachments/Attachment X- New Mexico ITP.pdf
Attachment Y- Virginia ITP	Attachment Y- Virginia ITP.pdf	../Attachments/Attachment Y- Virginia ITP.pdf
Attachment Z- Vermont ITP.pdf	Attachment Z- Vermont ITP.pdf	../Attachments/Attachment Z- Vermont ITP.pdf
Attachment EE- Pennsylvania ITP.docx	Attachment EE- Pennsylvania ITP.docx	../Attachments/Attachment EE- Pennsylvania ITP.docx
Claim of Business Confidentiality 12.7.20.pdf	Claim of Business Confidentiality 12.7.20.pdf	../Attachments/Claim of Business Confidentiality 12.7.20.pdf

Changing your Time Zone

Changing Your Time Zone.pptx

../Attachments/Changing Your Time Zone.pptx



## Questions

★ Vendor Response Is Required

### Page 1

#### Group 1: Acceptance of Prerequisites

- |     |   |   |
|-----|---|---|
| 1.1 | Offeror acknowledges that it is the offerors responsibility to to upload any and all documents in responding to the solicitation. If the vendors fails to upload a document, uploads an incorrect document, uploads a blank document, or uploads any document incorrectly the State of Utah may not allow the vendor to make changes following the closing of the solicitation.<br>Yes/No   | ★ |
| 1.2 | Is Offeror presently or has Offeror ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local?<br>Yes/No   | ★ |
| 1.3 | Offeror acknowledges that they do not have financial ties to individuals or entities on an OFAC sanctions list.<br>Yes/No   | ★ |
| 1.4 | If Offeror has any information that is not already provided within its proposal that if known to the State would impact the State's determination on offeror's responsiveness for a contract award (i.e., legal action, recent turn-over in major personnel, loss of a major contract, any alleged violations of federal, state or local regulations, etc.), please mark "yes" to this question and upload such information in the space provided below. Otherwise, please mark "no". Please see UCA 63G-6a-120 & 902 for additional details.<br>Yes/No   | ★ |
| 1.5 | Please upload information impacting Offeror's responsiveness here.<br>File Upload   | ★ |
| 1.6 | Offeror acknowledges that it must acquire and maintain all applicable federal, state, and local licenses before the contract is entered into. Licenses must be maintained throughout the entire contract period. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849 or toll free at 877-526-3994, or by accessing: <a href="http://www.commerce.utah.gov">www.commerce.utah.gov</a> .<br>Yes/No         | ★ |
| 1.7 | In the event that an Offeror offers pricing discounts for educational entities that (1) are applicable to this solicitation and (2) result in lower pricing than what is generally offered to other governmental entities, please attach a separate cost proposal labeled "Educational Pricing" to your proposal. This cost proposal for Educational Pricing is to be submitted in addition to the original Cost Proposal Form and will only be available to authorized end users. The Educational Pricing will not be used to evaluate costs. Offeror acknowledges that it has read and understands this question.<br>Yes/No | ★ |
| 1.8 | Does Offeror have an outstanding tax lien in the State of Utah? If yes, Offeror must provide a statement regarding its debarment or suspension.<br>Yes/No   | ★ |
| 1.9 | If awarded a State Cooperative Contract Offeror understands that its resulting contract may be terminated for convenience, without cause, if there is no reported spend for any one fiscal year of its contract.<br>Yes/No  | ★ |

#### Group 2: Vendor Information

- |     |   |   |
|-----|---|---|
| 2.1 | Please provide your firm's legal company name.<br>Text (Multi-Line) | ★ |
|-----|---|---|

- 2.2** Please provide your federal tax identification number. (If the vendor is sole proprietor please do not provide your social security number.) ★  
Text (Multi-Line)
- 2.3** Please provide your firm's contact information for this contract, including the name, phone number, and email address of your firm's authorized representative. ★  
Text (Multi-Line)
- 2.4** Please provide your ordering address and the remit to address. Please clearly identify each address. ★  
Text (Multi-Line)
- 2.5** Please provide your firm's State of Utah Sales Tax ID Number. If you do not have a State of Utah Sales Tax ID Number, please write "N/A". ★  
Text (Multi-Line)
- 2.6** Identify your firm's type of business. ★  
Dropdown List (Pick One)  
Partnership  
Government  
Sole Proprietor  
Limited Liability Company  
Not-for-Profit Corporation  
For-Profit Corporation
- 2.7** Is Offeror (owners, principles, partners) a retiree currently receiving benefits through the Utah Retirement Systems (URS)? ★  
Yes/No
- 2.8** Is Offeror an employee of the State of Utah? If yes, then Offeror must submit an external employment form signed by Offeror's manager at the State of Utah. ★  
Yes/No

### Group 3: Mandatory Minimums & Technical Criteria Submission

- 3.1** Offeror confirms to this question 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. ★  
Yes/No
- 3.2** Offeror confirms to this question 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. ★  
Yes/No
- 3.3** Offeror confirms to this question that 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. ★  
Yes/No

- 3.4 Offeror must upload to this question 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. ★  
File Upload
- 3.5 Offeror must upload to this question their proposal that responds to the Technical Criteria outlined in Section 3.3 Technical Criteria. ★  
File Upload
- 3.6 Offeror understands that Attachment C- Cost Proposal was amended on 4-9-2021 and Offeror must upload the completed attachment named "Attachment C- Cost Proposal - Amended 4-9-2021" to Question 3.7? ★  
Yes/No
- 3.7 Offeror must upload to this question their completed Attachment C: Cost Proposal - Amended 4-9-2021. ★  
File Upload

#### Group 4: Vendor's Submission

- 4.1 Offeror/Bidder understands and acknowledges that if Offeror/Bidder accessed the "View as PDF" document available on the Utah Public Procurement Place Business Opportunities website and did not login to Offeror/Bidder's account in the Utah Public Procurement Place system, that Offeror/Bidder may not be viewing the entire the sourcing event and therefore may not be viewing the complete sourcing event requirements. ★  
Offeror/Bidder acknowledges that Offeror/Bidder has logged into Utah Public Procurement Place account and viewed the full sourcing event requirements including hyperlinks before submitting a response to a sourcing event.  
Yes/No
- 4.2 Potential Conflicts of Interest. Vendor must identify any conflict, or potential conflict of interest, that might arise during the contract. If no conflicts are identified or expected, write "None" in this section. ★  
Text (Multi-Line)
- 4.3 If your firm is requesting parts of its proposal be protected please upload your Claim of Business Confidentiality Form here as well as your redacted proposal. ★  
File Upload
- 4.4 Any exceptions to the Terms and Conditions must be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Further, any vendor terms and end user agreements (EULAs) required by your firm must also be uploaded here in the format outlined in Prerequisites: Standard Terms and Conditions (Exceptions and Negotiations). Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. If you have no exceptions or additions, upload a document stating "None". ★  
File Upload
- 4.5 Offeror affirms that yes that pursuant to the Code of Federal Regulations 2 CFR 200.216 - Prohibition on certain telecommunication and video surveillance services or equipment, that none of the goods (including component parts) or services offered within its proposal are from the entity Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). ★  
Yes/No

**4.6**

Vendor understands and acknowledges that its response, including all uploaded documents, will not be considered received by the State of Utah unless the Vendor clicks submit. Even if Vendor uploads all required documents and responds to all required questions its response will not be considered if it does not click submit. Offeror acknowledges that after completing the solicitation it 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 bid. Then click the blue box labeled "Submit Response" in order to submit their bid. 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.

★

Yes/No

Mandy McEwen

[mmcewen@timelogisticsinc.com](mailto:mmcewen@timelogisticsinc.com)

Toni Stephenson

[tstephenson@timelogisticsinc.com](mailto:tstephenson@timelogisticsinc.com)

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**USIQ, Inc.**

**Progress**

Intention Not Declared

Sector Manager

[registrations@usiq.com](mailto:registrations@usiq.com)

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Award for NASPO Small Package Delivery Services is as follows: 1.FedEx Corporate Services, Inc. for Region 1 – West, Region 2 – Midwest, Region 3 – Southwest, Region 4 – Southeast, and Region 5 - Northeast  
2.General Logistics Systems US, Inc. for Region 1 – West  
3.United Parcel Service for Region 1 – West, Region 2 – Midwest, Region 3 – Southwest, Region 4 – Southeast, and Region 5 - Northeast

## Q&A Board

Subject = <b>NASPO Small Package Delivery Services (Progressive Medical Services Inc)</b>		Public Thread
Q: Hello, I am contacting you because we have received this via email from our state website. We operate in the state of Washington, and I like to get some clarification as to whether or not the services that are being requested here would be for Washington state. If so, we will be happy to provide you with a bid. Please let us know.	Question added by: Kam Der	4/12/2021 10:44 AM MDT
A: The State of Washington has signed an Intent to Participate for the NASPO contract. Washington may sign Participating Addendum(s) with awarded vendor(s) that provide services in the State according to their needs and State codes.	Answered by: Cheryl Hess	4/13/2021 11:04 AM MDT
Subject = <b>Multiple Questions for CH21-36 (United Parcel Service)</b>		Public Thread
Q: Please see revised file attached. UPS NASPO Questions 4.12.21.docx - ../Attachments/QABoardAttachments/UPS NASPO Questions	Question added by: Felicia Hall	4/12/2021 9:04 AM MDT
A: Answers are provided in the Attached Word Doc. UPS NASPO Questions 4.12.21 (1).docx - ../Attachments/QABoardAttachments/UPS NASPO Questions	Answered by: Cheryl Hess	4/19/2021 3:15 PM MDT
Subject = <b>Multiple Questions for CH21-36 (United Parcel Service)</b>		Public Thread
Q: Please see attached file for questions.	Question added by: Felicia Hall	4/9/2021 2:01 PM MDT
A: On the document uploaded it states, "Proprietary and Confidential" to the vendor. Questions and Answers cannot be confidential and all information to the solicitation is available to all vendors. If offeror would like their Q&A answered, please remove that sentence in and resubmit to the Q&A.	Answered by: Cheryl Hess	4/12/2021 7:46 AM MDT
Subject = <b>Postal code in WA State offer (DELIVERY PULLMAN LLC)</b>		Public Thread
Q: Regarding WA State offer, my company is available for only this postal codes: 99163, 99164, 99111, 99113, 99179, 99102, 99161. Can I still send an offer? Thanks	Question added by: FRANK CONTRERAS	4/9/2021 1:31 PM MDT
A: Please review attachment "CH21-36 RFP - Amended 3-24-2021" in Section 1.1 Purpose it states, "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."	Answered by: Cheryl Hess	4/12/2021 7:56 AM MDT
Subject = <b>reseller? (FedEx Corporate Services, Inc.)</b>		Public Thread
Q: Please provide a broader explanation about this especially as it relates to the term Reseller. 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.	Question added by: Elaine Heath	4/2/2021 2:47 PM MDT
A: That term in Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions applies if applicable.	Answered by: Cheryl Hess	4/9/2021 7:45 AM MDT

**Subject = Cost+Proposal (Rapid Response Delivery Inc.)****Public Thread**

Q: How should we fill out the cost and proposal document if none of the scenarios are applicable? We are in Maryland which is listed in the Northeast region. I would prefer to not have to put \$0.00 for all answers.

Question added by: Ryan Conley

4/2/2021 11:01 AM MDT

A: Attachment C- Cost Proposal has been amended to include a scenario for Maryland. The updated attachment is named Attachment C- Cost Proposal - Amended 4-9-2021.

Answered by: Cheryl Hess

4/9/2021 7:57 AM MDT

Q: is the new addendum required if we already finished the other one and don't feel this change will be material to us?

Question added by: Elaine Heath

4/9/2021 8:01 AM MDT

A: Offeror must upload the amended Cost Proposal, Attachment C- Cost Proposal - Amended 4-9-2021.

Answered by: Cheryl Hess

4/9/2021 8:11 AM MDT

**Subject = National or Localized Vendors (SEAMESSCO LLC)****Public Thread**

Q: Is this bid looking for localized vendors to call on as needed or national vendors who can deliver locally?

Question added by: Andrew Pack

4/2/2021 10:17 AM MDT

A: Please review the whole Section 1.1 Purpose in attachment CH21-36 RFP. "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."

Answered by: Cheryl Hess

4/2/2021 10:47 AM MDT

Q: Attachment C has no scenarios for Washington State, which means we would score 0 on the Cost Proposal despite the instructions saying Region 1 - West includes Washington State. May we provide our own scenario since we would be proposing intrastate services for WA? I know the instructions say any alteration could result in the proposal being deemed non-responsive but I'm unsure how to complete the cost proposal without a WA scenario.

Question added by: Andrew Pack

4/2/2021 11:41 AM MDT

A: Attachment C- Cost Proposal has been amended to include a scenario for Washington. The updated attachment is named Attachment C- Cost Proposal - Amended 4-9-2021.

Answered by: Cheryl Hess

4/9/2021 7:57 AM MDT

**Subject = Frequency (Singh Group Inc)****Public Thread**

Q: Some scenarios of attachment C are on-call. Are deliveries every day/week? And are these routes to and from the same addresses or will they be from different locations?

Question added by: Adolf Singh

4/1/2021 12:59 PM MDT

A: The scenarios in Attachment C- Cost Proposal are scenarios only to compare prices between Offerors. Deliveries will may be on call, scheduled, any day of the week depending on the need of the eligible users.

Answered by: Cheryl Hess

4/9/2021 7:47 AM MDT

**Subject = iowa (Insight Logistics Freight Management LLC)****Public Thread**

Q: Do you have any work in Iowa?

Question added by: Jacquiline Nagila

3/31/2021 5:32 PM MDT

A: Currently the State of Iowa has not signed an Intent to Participate for this NASPO contract. States can choose to sign an Intent to Participate at any stage of the Master Agreement according to their own state's Code.

Answered by: Cheryl Hess

4/2/2021 10:12 AM MDT

**Subject = various (FedEx Corporate Services, Inc.)****Public Thread**

Q: various. see attached

Question added by: Elaine Heath

3/29/2021 12:28 PM MDT

A: Please see attachment for answers to Questions.

Answered by: Cherilyn Hess

4/2/2021 10:44 AM MDT

NASPO Questions.docx - ../Attachments/QABoardAttachments/NASPO Questions.docx





**The State of Utah**  
Division of Purchasing and General Purposes

In conjunction with



**Request for Proposal**

**Utah Solicitation Number CH21-36**

**NASPO ValuePoint Master Agreement for  
Small Package Delivery Services**

March 12, 2021

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**RFP Administrative Information**

RFP Title:	Small Package Delivery Services
RFP Project Description: (See Section 1.1)	The State of Utah in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide Small Package Delivery Services.
RFP Lead: (See Section 1.2)	Cherilyn Hess State Contract Analyst 4315 South 2700 West, Floor 3 Taylorsville, UT 84129-21280 (801) 957-7133 <a href="mailto:chess@utah.gov">chess@utah.gov</a>
Electronic Submission:  (See Section 2.10)	Proposals must be submitted electronically via U3P (the Utah Public Procurement Place) here:  <a href="https://bids.scquest.com/apps/Router/PublicEvent?Custom erOrg=StateOfUtah">https://bids.scquest.com/apps/Router/PublicEvent?Custom erOrg=StateOfUtah</a>  <b>Hard copy submissions will not be accepted.</b>  From the U3P link type “CH21-36” into the search bar, and click the search icon. The “Small Package Delivery Services” posting will appear.
Deadline To Receive Questions: (See Sections 1.3 and 2.1)	April 12, 2021 at 2:00 PM MT
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted through U3P. Questions must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	April 21, 2021
RFP Closing Time: (See Section 1.3)	2:00 PM MT
Initial Term of Contract and Renewals: (See Attachment A, Section 3)	The contract(s) resulting from this RFP will be for FIVE (5) years.
<b>TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.</b>	

# **REQUEST FOR PROPOSAL**

## **Small Package Delivery Services**

**Solicitation #CH21-36**

### **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.

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

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.

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.

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

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.

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.

## **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.

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 84129-2128O  
(801) 957-7133  
chess@utah.gov

## **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.

## 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.

## 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>).

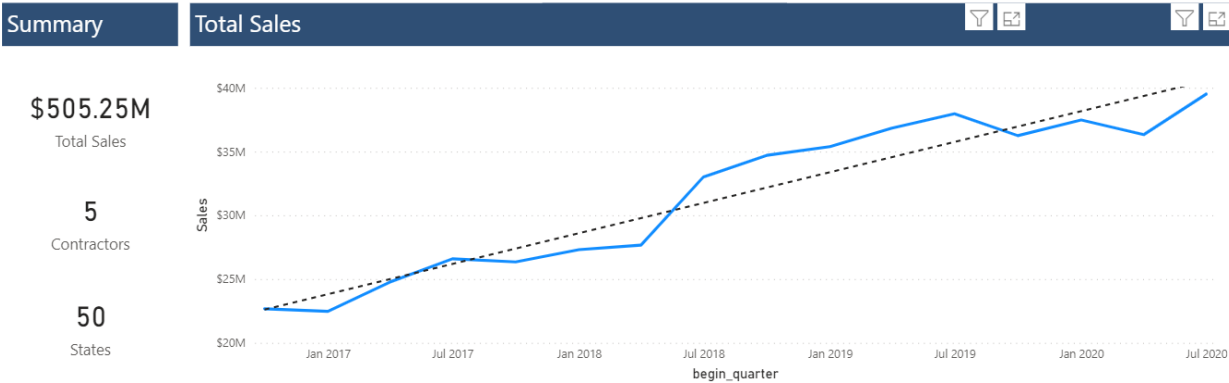
## 1.6. Participating States

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, Delaware, Florida, Hawaii, Idaho, Louisiana, Maryland, Montana, Nevada, New Mexico, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont and Virginia. 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 - EE.

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.



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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.

## **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.scquest.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.

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

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.

## **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.

## **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.

## 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.

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.

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.

## **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.

## **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.

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

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.

### **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.
- 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.
- 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.
- 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.
- 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).
- 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.
- g. The Offeror shall provide the following information specific to the Offeror's company:
  1. Company's full legal name;
  2. Primary business address;
  3. Description of company ownership structure;
  4. Number of employees;
  5. Website address; and
  6. Sales contact information.

**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.

**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.
- 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.
- 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.

#### **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.
  - ii. Offeror shall demonstrate how sensitive packages are kept secure and are delivered properly and timely.
- b. Security Protocols
  - i. Offeror shall provide all security protocols followed and how they shall conform to security protocols by State Agencies.
  - 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.
- 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.
  - ii. Offeror to describe how they handle issues and disputes with customers including billing issues.

#### **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.
- 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.

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

## **6. Data Security – 125 Points Possible**

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

## **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.
- 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.

- d. 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?

## **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.
- 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?
- 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?
- e. How will the Offeror's company manage due dates for administrative fee payments and usage reports?
- f. Offeror to describe report customizations they can provide.
- 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.

## **9. Green Transportation Plan – 75 Points Possible**

- a. The Offeror shall outline its green transportation plan.
- b. Offeror must describe what green transportation plans the Offeror has in place and any future plans.
- 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.
  - 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.
  - iii. The scope of work for this RFP only includes small package delivery and does not include courier services, LTL freight or freight.

#### **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.
- 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.

- 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.
- 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.
- 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.

### 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.

#### 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.

#### 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
<b>Total Technical Criteria</b>	<b>1600</b>

<i>Threshold to Move to Cost</i>	<i>1040</i>
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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.

### **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:  $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$ .

### **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.

### **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](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.

### **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.

## **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.

### **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.

**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.

#### **4.4 Participating State Terms and Conditions**

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments E – EE (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.





## 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.

- 2.2 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.

- 2.3 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.

### 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 Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 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 are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 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.

- 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](mailto: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.

### 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.** 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; (4) 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; (7) Ship Date; (8) 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.

**5.3.3 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.

**5.3.4 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.

**5.3.5 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. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

#### **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, 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.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

**5.4.5 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.

- 5.5 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.

## **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.
- 6.2 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.
- 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, 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 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.
- 8.4 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.

## IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 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.
- 9.3 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.

**9.3.1** 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 substantially impairs value) latent or hidden defects subsequently revealed when goods are put to use.

**9.3.2** 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.

**9.4 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.

**9.5 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.

**9.5.1** 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.

**9.5.2** 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.

**9.5.3** 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.

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

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

## **X. Warranty**

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

**10.2 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.

**10.3 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.

**10.4 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.

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

## **XI. Product Title**

**11.1 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.

**11.2 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.

- 11.3 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.

## **XII. Indemnification**

- 12.1 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.
- 12.2 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").
- 12.2.1** 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:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
  - 12.2.1.2** specified by the Contractor to work with the Product;
  - 12.2.1.3** 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
  - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** 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.

**12.2.3** 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.

**12.2.4** 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.

### **XIII. Insurance**

**13.1 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.

**13.2 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.

**13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:

**13.3.1** 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;

**13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall 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.
- 13.5 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.
- 13.6 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.
- 13.7 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.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

#### **XIV. General Provisions**

##### **14.1 Records Administration and Audit**

- 14.1.1** 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 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.

**14.1.2** Without limiting any other remedy available to any governmental entity, 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.

**14.1.3** 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.

## **14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

**14.2.1 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.

**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").

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

**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.

### **14.3 Assignment/Subcontracts**

**14.3.1** 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 Lead State.

**14.3.2** 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.

**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.

- 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 hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 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.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, 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.
- 14.8 Defaults and Remedies**
- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements;
  - 14.8.1.2** A material breach of any term or condition of this Master Agreement;
  - 14.8.1.3** 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;

- 14.8.1.4** 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
- 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** 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.
- 14.8.3** 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:
- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.
- 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.

**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.

**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.

**14.11 No Waiver of Sovereign Immunity**

**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.

**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.

## **14.12 Governing Law and Venue**

- 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.
- 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.
- 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.

**14.13 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.

## **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. 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. 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.
- c. 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.)

#### **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 the Offeror maintains the software and website free of charge to the Participating Users and Master Agreement.

#### **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, dangerous 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:**

When requested, Offerors must return undeliverable packages to senders, rather than performing an address correction and forwarding the package to an 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.

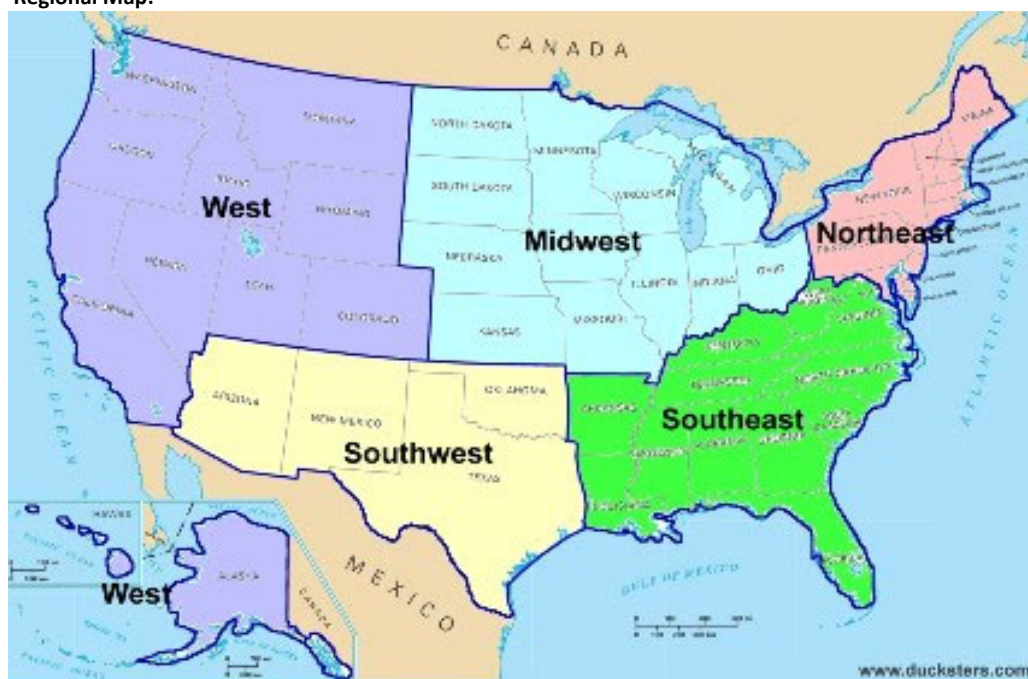
## Attachment C: Cost Proposal

### CH21-36: Small Package Delivery Services

#### Instructions:

1. Any alteration to Attachment C: Cost Proposal may result in proposal being deemed non-responsive.
2. Offeror submitting costs to Nationwide Coverage MUST fill out all of the Regional Cost tabs to be awarded for Nationwide Coverage.
3. Offeror who is not submitting cost for Nationwide Coverage may fill out a Cost Proposal for each region they are applying for an award for. If a tab does not have any costs submitted the Offeror will not be awarded for that region or National coverage.
4. If Offeror is awarded a regional contract they may sign a PA with states within that region. If Offeror does not get awarded a region they will not be able to sign a PA with those States through the term of the contract.
5. Offeror does not have to provide services to every state in a Region. The US is broken up regionally to evaluate costs for regional vendors and allow expansion of PA's to awarded offerors within a region.

#### Regional Map:



#### Region 1 - West

States included: Colorado, Wyoming, Montana, Idaho, Washington, Oregon, Utah, Nevada, California, Alaska, Hawaii

#### Region 2 - Midwest

States included: Ohio, Indiana, Michigan, Illinois, Missouri, Wisconsin, Minnesota, Iowa, Kansas, Nebraska, South Dakota, North Dakota

#### Region 3 - Southwest

States included: Texas, Oklahoma, New Mexico, Arizona

#### Region 4 - Southeast

States included: West Virginia, Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Arkansas, Louisiana, Florida

#### Region 5 -Northeast

States included: Maine, Massachusetts, Rhode Island, Connecticut, New Hampshire, Vermont, New York, Pennsylvania, New Jersey, Delaware, Maryland

## Region 1 - West

States included: Colorado, Wyoming, Montana, Idaho, Washington, Oregon, Utah, Nevada, California, Alaska, Hawaii

### Regional Instructions:

1. If Offeror cannot provide a cost for the scenario, put \$0.00 or leave Scenario blank.
2. Any Scenario with \$0.00 will receive no Cost Points for that line item.
3. 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:  $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$ .
4. Offeror shall describe each fee associated with the shipping scenario
5. Offeror to fill out the portions in Yellow.

#### Scenario #1 - Total of 80 Points Possible

CA Intrastate, Express Overnight: 4lbs package shipped from 90095 to 94720; declared value.

Description of Fees:

Total Cost:

#### Scenario #2 - Total of 80 Points Possible

UT Intrastate, Ground, Residential: 15lb package shipped from 84111 to 84404; on-call pickup, same day; proof of delivery.

Description of Fees:

Total Cost:

#### Scenario #3 - Total of 80 Points Possible

WA Interstate, Express 2nd day: 7lb package shipped from 98101 to 98402; declared signature required; declared value, express.

Description of Fees:

Total Cost:

#### Scenario #4 - Total of 80 Points Possible

OR Interstate; Express overnight mid-AM; 4lbs package shipped from 97215 to 97301; adult signature required
Description of Fees:
Total Cost:

<b>Scenario #5 - Total of 80 Points Possible</b>
NV Interstate, Ground: 5lbs package shipped from 89403 to 88901; Saturday delivery
Description of Fees:
Total Cost:

Region 2 - Midwest

States included: Ohio, Indiana, Michigan, Illinois, Missouri, Wisconsin, Minnesota, Iowa, Kansas, Nebraska, South Dakota, North Dakota

Regional Instructions:

- 1. If Offeror cannot provide a cost for the scenario, put \$0.00 or leave Scenario blank.
- 2. Any Scenario with \$0.00 will receive no Cost Points for that line item.
- 3. 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: Cost Points x (2- Proposed Price/Lowest Proposed Price).
- 4. Offeror shall describe each fee associated with the shipping scenario
- 5. Offeror to fill out the portions in Yellow.

Scenario #1 - Total of 80 Points Possible

IL Intrastate, Express Overnight: 4lbs package shipped from 62629 to 60007; declared value.

Description of Fees:

Total Cost:

Scenario #2 - Total of 80 Points Possible

OH Intrastate, Ground, Residential: 15lb package shipped from 43004 to 41073; on-call pickup, same day; proof of delivery.

Description of Fees:

Total Cost:

Scenario #3 - Total of 80 Points Possible

WI Interstate, Express 2nd day: 7lb package shipped from 53702 to 53221; declared signature required; declared value, express.

Description of Fees:

Total Cost:

Scenario #4 - Total of 80 Points Possible

MI Interstate, Ground: 10lb package shipped from 48864 to 48103; with address correction surcharge.

Description of Fees:

Total Cost:

**Scenario #5 - Total of 80 Points Possible**

NE Interstate, Ground: 5lbs package shipped from 68501 to 68007; Saturday delivery

Description of Fees:

Total Cost:

### Region 3 - Southwest

States included: Texas, Oklahoma, New Mexico, Arizona

Regional Instructions:

1. If Offeror cannot provide a cost for the scenario, put \$0.00 or leave Scenario blank.
2. Any Scenario with \$0.00 will receive no Cost Points for that line item.
3. 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:  $\text{Cost Points} \times (2 - \text{Proposed Price} / \text{Lowest Proposed Price})$ .
4. Offeror shall describe each fee associated with the shipping scenario
5. Offeror to fill out the portions in Yellow.

**Scenario #1 - Total of 80 Points Possible**

TX Intrastate, Express Overnight: 4lbs package shipped from 72096 to 78006; declared value.

Description of Fees:

Total Cost:

**Scenario #2 - Total of 80 Points Possible**

TX Intrastate, Ground, Residential: 15lb package shipped from 76063 to 79835; on-call pickup, same day; proof of delivery.

Description of Fees:

Total Cost:

**Scenario #3 - Total of 80 Points Possible**

NM Interstate, Express 2nd day: 7lb package shipped from 87503 to 87101; declared signature required; declared value, express.

Description of Fees:

Total Cost:

**Scenario #4 - Total of 80 Points Possible**

AZ Interstate, Ground: 10lb package shipped from 85001 to 85054; with address correction surcharge.

Description of Fees:

Total Cost:

**Scenario #5 - Total of 80 Points Possible**

OK Interstate, Ground: 5lbs package shipped from 73008 to 74008; Saturday delivery

Description of Fees:

Total Cost:



Region 4 - Southeast

States included: West Virginia, Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Arkansas, Louisiana, Florida

Regional Instructions:

1. If Offeror cannot provide a cost for the scenario, put \$0.00 or leave Scenario blank.
2. Any Scenario with \$0.00 will receive no Cost Points for that line item.
3. 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: Cost Points x (2- Proposed Price/Lowest Proposed Price).
4. Offeror shall describe each fee associated with the shipping scenario
5. Offeror to fill out the portions in Yellow.

Scenario #1 - Total of 80 Points Possible

TN, Express, Intrastate, Commercial: 3lb. package shipped from Nashville, TN 37243 to Jackson, TN 38302 (commercial address) via Express Priority Overnight (delivery by 10:30AM), scheduled daily pick-up.

Description of Fees:

Total Cost:

Scenario #2 - Total of 80 Points Possible

FL Interstate, Ground: 10lb package shipped from 32399 to 22904; with address correction surcharge.

Description of Fees:

Total Cost:

Scenario #3 - Total of 80 Points Possible

LA Interstate, Express 2nd day: 7lb package shipped from 70801 to 70114; declared signature required; declared value, express.

Description of Fees:

Total Cost:

Scenario #4 - Total of 80 Points Possible

GA Interstate, Ground: 10lb package shipped from 30301 to 31402; with address correction surcharge.

Description of Fees:

Total Cost:

**Scenario #5 - Total of 80 Points Possible**

WV Interstate, Ground: 5lbs package shipped from 25301 to 25701; Saturday delivery

Description of Fees:

Total Cost:

## Region 5 - Northeast

States included: Maine, Massachusetts, Rhode Island, Connecticut, New Hampshire, Vermont, New York, Pennsylvania, New Jersey, Delaware, Maryland

### Regional Instructions:

1. If Offeror cannot provide a cost for the scenario, put \$0.00 or leave Scenario blank.
2. Any Scenario with \$0.00 will receive no Cost Points for that line item.
3. 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:  $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$ .
4. Offeror shall describe each fee associated with the shipping scenario
5. Offeror to fill out the portions in Yellow.

#### Scenario #1 - Total of 80 Points Possible

ME Intrastate, Express Overnight: 4lbs package shipped from 04609 to 04005; declared value.

Description of Fees:

Total Cost:

#### Scenario #2 - Total of 80 Points Possible

NY Intrastate, Ground, Residential: 15lb package shipped from 10002 to 14606; on-call pickup, same day; proof of delivery.

Description of Fees:

Total Cost:

#### Scenario #3 - Total of 80 Points Possible

NJ Interstate, Express 2nd day: 7lb package shipped from 07101 to 07087; declared signature required; declared value, express.

Description of Fees:

Total Cost:

#### Scenario #4 - Total of 80 Points Possible

MA Interstate, Ground: 10lb package shipped from 02101 to 01851; with address correction surcharge.

Description of Fees:

Total Cost:

**Scenario #5 - Total of 80 Points Possible**

MD Interstate, Ground: 5lbs package shipped from 20743 to 21230; Saturday delivery

Description of Fees:

Total Cost:

**SMALL PACKAGE DELIVERY SERVICE  
SOLICITATION #CH21-36  
RFP EVALUATION SCORESHEET**

**Firm Name:** \_\_\_\_\_

**Evaluator:** \_\_\_\_\_

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

**Score will be assigned as follows:**

0 = Fail, the proposal fails to address the requirements or criteria described

1 = Poor, the proposal inadequately addresses the requirements or criteria

2 = Unsatisfactory, the proposal addresses the requirements or criteria desc

3 = Satisfactory, the proposal addresses all requirements or criteria describ

4 = Good, the proposal addresses all requirements or criteria described in t

5 = Excellent, the proposal addresses and exceeds all of the requirements o

Minimum Mandatory Requirements		RFP Section	Evaluation (Pass/Fail)
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	CH21-36 RFP, Section 2.2	
2	Offeror confirms in the Question Section of U3P that 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.	CH21-36 RFP, Section 2.2	
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.	CH21-36 RFP, Section 2.2	
4	Offeror must upload in the Question Section of U3P the Carrier's Service Guide that would be in effect at the time of Master Agreement award will 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.	CH21-36 RFP, Section 2.2	
5	proposal that responds to the Technical Criteria outlined in Section 3.3 Technical Criteria	CH21-36 RFP, Section 2.2	
6	Offeror must upload in the Question Section of U3P their completed Attachment C: Cost Proposal.	CH21-36 RFP, Section 2.2	

Scoreable Technical Criteria	RFP Section	Evaluator Score (0-5)	Criteria Weight	% of Tech Criteria	Points Possible	Points Earned
1 Qualification of Carriers	CH21-36 RFP, Section 3.3		54	16.9%	270.0	0.0
2 Ability to Meet Scope of Work	CH21-36 RFP, Section 3.3		54	16.9%	270.0	0.0
3 Prior Experience	CH21-36 RFP, Section 3.3		39	12.2%	195.0	0.0
4 Dispute Resolution	CH21-36 RFP, Section 3.3		39	12.2%	195.0	0.0
5 Handling State Emergencies	CH21-36 RFP, Section 3.3		39	12.2%	195.0	0.0

6	Data Security	CH21-36 RFP, Section 3.3		25	7.8%	125.0	0.0
7	Drop Boxes and Shipping Supplies	CH21-36 RFP, Section 3.3		20	6.3%	100.0	0.0
8	Marketing Plan	CH21-36 RFP, Section 3.3		20	6.3%	100.0	0.0
9	Green Transportation Plan	CH21-36 RFP, Section 3.3		15	4.7%	75.0	0.0
10	Point of Contact	CH21-36 RFP, Section 3.3		15	4.7%	75.0	0.0
					100.0%	1600.0	0.0

Required Technical Point Threshold	RFP Section	Min Percent	Min Points Required	Points Earned	Percent Earned	Evaluation
	CH21-36 RFP, Section 3.4	65%	1040.0	0.0	0.0%	

Cost	RFP Section	Low Cost Option	Offered Cost	Percent of Total	Points Possible	Points Earned
Region 1 - West	Attachment C: Cost Proposal			20%	400.0	0.0
Region 2 - Midwest	Attachment C: Cost Proposal			20%	400.0	0.0
Region 3 - Southeast	Attachment C: Cost Proposal			20%	400.0	0.0
Region 4 - Southeast	Attachment C: Cost Proposal			20%	400.0	0.0
Region 5 - Northeast	Attachment C: Cost Proposal			20%	400.0	0.0

\* Purchasing will use the following cost formula: The points assigned to each offerors cost proposal will be based on the lowest proposal price. The offeror with the lowest Proposed Price will receive 100% of the price points. 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: Cost Points x (2- Proposed Price/Lowest Proposed Price).

Total Evaluation Points	Percent of Total	Points Possible	Points Earned
Total Technical Evaluation Points	80%	1,600.0	0.0
Total Cost Evaluation Points - Region 1 - West	20%	400.0	0.0
<b>Total Evaluation Points - Region 1 - West</b>	<b>100%</b>	<b>2,000.0</b>	<b>0.0</b>
Total Cost Evaluation Points - Region 2 - Midwest	20%	400.0	0.0
<b>Total Evaluation Points - Region 2 - Midwest</b>	<b>100%</b>	<b>2,000.0</b>	<b>0.0</b>
Total Cost Evaluation Points - Region 3 - Southeast	20%	400.0	0.0
<b>Total Evaluation Points - Region 3 - Southeast</b>	<b>100%</b>	<b>2,000.0</b>	<b>0.0</b>
Total Cost Evaluation Points - Region 4 - Southeast	20%	400.0	0.0
<b>Total Evaluation Points - Region 4 - Southeast</b>	<b>100%</b>	<b>2,000.0</b>	<b>0.0</b>
Total Cost Evaluation Points - Region 5 - Northeast	20%	400.0	0.0
<b>Total Evaluation Points - Region 5 - Northeast</b>	<b>100%</b>	<b>2,000.0</b>	<b>0.0</b>



**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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** \$434,394.93

**Annual Political Subdivision Spend** NA

**Total Spend** NA

**State of** Alaska

Thor Vue, Chief Procurement Officer

**Director Name**

907-754-3533

**Director Phone**

Thor.Vue@alaska.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)

Linda Polk

**State Point of Contact Name and Title**

907-465-8292

**Phone**

Linda.Polk@alaska.gov

**Email**

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



State of Alaska Specific Terms and Conditions:

Contractor agrees to provide an Administrative Fee to the State of Alaska for all net sales made under Alaska's Participating Addendum.

- a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to **1.5%** of the net sales for the quarterly period.
- b) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- c) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section  
State of Alaska  
Office of Procurement and Property Management  
PO Box 110214  
Juneau, AK 99811-0214

- d) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- e) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- f) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

- g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.



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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** \$18,103,825

**Annual Political Subdivision Spend** \$3,243,758

**Total Spend** \$21,347,583

**State of** California

Angela Shell

**Director Name**

916-375-4417

**Director Phone**

Angela.Shell@dgs.ca.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)

Maureen Seiferling, State Contract Administrator

**State Point of Contact Name and Title**

916-376-5494

**Phone**

Maureen.Seiferling@dgs.ca.gov

**Email**

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)

## STATE OF CALIFORNIA - ADDITIONAL TERMS

Terms and conditions listed below will be incorporated and made a part of California Participating Addenda. The State of California reserves the right to add additional terms and conditions to individual Participating Addenda.

### A. Terms

- 1) General Terms and Conditions (GTC 04/2017) effective 4/4/2017. This document can be reviewed at the [DGS Office of Legal Services website](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language) (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>).

### B. Administrative Fee

Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

Administrative fee checks shall be submitted to:

State of California  
Department of General Services, Procurement Division  
Attention: Cooperative Agreement Payment Processing  
707 3rd Street, 2nd Floor, MS 2-202  
West Sacramento, CA 95605

The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

The administrative fee shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of the Participating Addendum.



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**II. TERM OF THE CONTRACT**

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**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** \$760,000

**Annual Political Subdivision Spend** \$400,000

**Total Spend** \$1,160,000

**State of** Colorado

Sherri Maxwell

**Director Name**

Click here to enter text.

**Director Phone**

Sherri.Maxwell@state.co.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)

John Chapman

**State Point of Contact Name and Title**

Click here to enter text.

**Phone**

John.Chapman@state.co.us

**Email**

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)

**COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

**A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

**B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

**C. GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**D. INDEPENDENT CONTRACTOR**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

**E. COMPLIANCE WITH LAW.**

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall

be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.**

*[Not applicable to intergovernmental agreements]* Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

**K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.**

*[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and*



*services]* Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment (“Department Program”) to undertake pre-employment screening of job applicants while this Contract is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

**L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.**

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.





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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** \$5,258,792.23

**Annual Political Subdivision Spend** \$1,334,183.42

**Total Spend** \$138,677,134.23

**State of** Florida

Rosalyn Ingram

**Director Name**

(850) 488-3049

**Director Phone**

Rosalyn.Ingram@dms.fl.gov

**Director Email**

**Director has approved submitting the ITP?** Yes ☒ No ☐

**State Specific T&Cs to be included in RFP?** Yes ☒ No ☐

\*Florida provided recommendations via email on 3/11/2021.

Jennifer Dunkle, Purchasing Analyst

**State Point of Contact Name and Title**

(850) 921-0030

**Phone**

Jennifer.Dunkle@dms.fl.gov

**Email**

Please email completed "Intent to Participate" document by March 12, 2021 to:

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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** Approximately \$328,000.00

**Annual Political Subdivision Spend** Incorporated in State spend

**Total Spend** Approximately \$1,260,000.00 for a 5-year contract

**State of** Hawaii

Bonnie Kahakui, Acting Administrator



Mar 1, 2021

**Director Name**

**Director Signature**

**Date**

808-586-0554

bonnie.a.kahakui@hawaii.gov

**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)

Sample PA attached

**State Point of Contact Name and Title**

Lori Cervantes, Purchasing Specialist

lori.m.cervantes@hawaii.gov

**Phone**

**Email**

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**Master Agreement #: **enter number** (hereinafter "Master Agreement")Contractor: **enter NAME (Contractor)** (hereinafter "Contractor")Participating State: **STATE OF HAWAII** (hereinafter "Participating State")**State of Hawaii, State Procurement Office (SPO) Price List Contract No. insert VL/PL No.**

This Addendum will add the State of Hawaii as a Participating State to purchase from the NASPO ValuePoint Master Agreement Number **insert contract number** with **insert contractor name**.

1. Scope: This addendum covers the **[contract title]** led by the State of **[xxxxxx]** for use by state agencies and other entities located in the Participating State of Hawaii authorized by that State's statutes to utilize State contracts.
2. Participation: All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	<b>Name</b>
Address:	<b>Address</b>
Telephone:	<b>Phone</b>
Fax:	<b>Fax</b>
Email:	<b>email</b>

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**Participating State

Name:	<b>Name of Purchasing Specialist</b>
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 98613
Telephone:	<b>Phone Number</b>
Fax:	(808) 586-0540
Email:	<b>Purchasing Specialist E-mail Address</b>

4. Participating State Modifications or Additions to the Master Agreement: These modifications or additions apply only to actions and relationships within the Participating State and its Entities.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

**Changes:**

- A. **Usage Reports.** Contractor shall submit a quarterly gross sales report (including zero-dollar sales) in EXCEL to the contact person listed in the Participating Addendum, Paragraph 3 (or as amended) in accordance with the following schedule (or as requested):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The report shall identify each transaction and include the following information:

Department/Agency Name  
 Date of Purchase  
 Product/Service Description  
 Quantity  
 Unit of Measure  
 Item No. Part Number (if applicable)  
 MSRP List Price  
 NASPO ValuePoint Contract Price



NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**

The quarterly report shall also include any adjustment from prior periods (i.e. exchanges and/or return).

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions, which is made a part of this Addendum, can be found at <https://spo.hawaii.gov/wp-content/uploads/2017/12/AG-008-103D-1.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the State's executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.
- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
1. Chapter 237, General Excise Tax Law;
  2. Chapter 383, Hawaii Employment Security Law;
  3. Chapter 386, Workers' Compensation;
  4. Chapter 392, Temporary Disability Insurance;
  5. Chapter 393, Prepaid Health Care Act; and

A Certificate of Good Standing is required for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**

Alternatively, Contractors not utilizing HCE to demonstrate compliance shall provide paper certificates to the SPO as instructed below. All certificates must be valid on the date it is received by the SPO. All applications for applicable clearances are the responsibility of the Contractor.

HRS Chapter 237 tax clearance requirement. Pursuant to Section 103D-328, HRS, Contractor shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate.

The Tax Clearance Application, Form A-6, and its completion and filing instructions, are available on the DOTAX website: <http://tax.hawaii.gov/forms/>.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements. Pursuant to Section 103D-310(c) Contractor shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue. A photocopy of the certificate is acceptable to the SPO.

The DLIR Form LIR#27 Application for Certificate of Compliance with Section 3-122-112, HAR, and its filing instructions are available on the DLIR website: <http://labor.hawaii.gov/forms/>.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. Contractor shall be required to submit a Certificate of Good Standing (COGS) issued by the State of Hawaii Department of Commerce and Consumer Affairs (DCCA) – Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue. A photocopy of the certificate is acceptable to the SPO.

To obtain the Certificate, the Contractor must be registered with the BREG. A sole proprietorship is not required to register with the BREG and is therefore not required to submit the certificate.

For more information regarding online business registration and the COGS is available at <http://cca.hawaii.gov/breg/>.

- H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

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**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State****I. Licensing**

Contractors must be properly licensed and capable of performing the Work as described in the Master Agreement, in accordance with the Professional and Vocational licensing laws of the state. Contractors under Participating Addendums must maintain any and all required licenses through the duration of the contract and Participating Addendum.

**J. Insurance**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his Subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by the Contractor or by Subcontractor or anyone directly or indirectly employed by either of them. If any Subcontractor is involved, the insurance policy or policies shall name the Subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a Subcontractor and naming the Subcontractor as additional insured, the Contractor may require the Subcontractor to provide its own insurance, which meets the requirements herein. It is understood that a Subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its Subcontractor(s) where appropriate.

**Coverage****Limits**

Commercial General Liability (occurrence form)	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 per accident
Professional Liability	\$1,000,000 per claim \$2,000,000 aggregate

Professional Liability shall be required from Contractors providing professional services requiring a license to conduct its business such as an engineer, architect, accountant, lawyer, information technology services etc. Use as applicable.

Cyber Liability covering claims and losses with respect to network, internet (Cloud) or other data disclosure risks (such as data breaches, releases of Confidential

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**

Information, unauthorized access/use of information, and identity theft) within limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate. – use as applicable

Each insurance policy required by this contract (with the exception of the Professional Liability policy-use as applicable), including a Subcontractor's policy, shall contain the following clauses:

A. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."

B. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

A Waiver of Subrogation shall apply to the General Liability, Automobile Liability and Worker's Compensation insurance policies and shall be in favor of the State of Hawaii.

The Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this Addendum and have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of the price/vendor list and price/vendor list extensions, if any, including those of its Subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default, entitling the State to exercise any or all of the remedies provided in the contract and this RFP for a default by the Contractor.

The procuring of such required insurance shall not be construed to limit the Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this RFP. Notwithstanding said policy or policies of insurance, the Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this price list.

5. Lease Agreements: Leasing is not authorized by this Addendum. Adjust as applicable.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of **insert Lead State**, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subcontractors are **(or are not)** allowed under this Addendum.

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**

7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

8. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

9. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number: SPO Price List Contract No. **add number** and the NASPO ValuePoint Master Agreement Number **add number**.

Purchase Orders and Payments shall be made to **add contractor name** or authorized subcontractors, if any.

Invoices and Payment Instructions:

Contractor(s) shall forward original invoice(s), directly to the ordering agency. The GET or use tax and county surcharge may be added to the invoice as a separate line item and shall not exceed the current max pass-on tax rate(s) for each island.

County surcharges on state general excise (GE) tax or Use tax may be visibly passed on but is not required. For more information on county surcharges and the max pass-on tax rate, please visit the Department of Taxation's website at <http://tax.hawaii.gov/geninfo/countysurcharge>.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

10. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State**

terms and conditions of the Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

**11. Entire Contract:**

This Addendum, the Master Agreement, and the Attorney General's General Conditions, set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions that are included in any purchase order or other document shall be void. The terms and conditions of this Addendum, the Master Agreement, and the Attorney General's General Conditions, shall govern in the case of any such inconsistent, contrary, or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: SARAH ALLEN	Name:
Title: Administrator, SPO	Title:
Date:	Date:

NASPO ValuePoint

**PARTICIPATING ADDENDUM****INSERT PORTFOLIO TITLE HERE**Led by the State of **insert State****APPROVED AS TO FORM:**

---

Deputy Attorney General

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Name
Telephone:	Phone
Email:	email

***[Please email fully executed PDF copy of this document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting in appropriate data bases.]***





**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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** Approximately \$1,000,000.00

**Annual Political Subdivision Spend** Unknown

**Total Spend** Approximately \$5,000,000.00 for a 5-year contract

**State of** Idaho

Chelsea Robillard, State Purchasing Manager  
Valerie Bollinger, Administrator

**Director Name**

208-332-1607  
208-332-1631

[chelsea.robillard@adm.idaho.gov](mailto:chelsea.robillard@adm.idaho.gov)  
[valerie.bollinger@adm.idaho.gov](mailto:valerie.bollinger@adm.idaho.gov)

**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)

Idaho has a quarterly 1.25% administrative fee.

**State Point of Contact Name and Title**

Joseph Nelson, Purchasing Officer [Click here to enter text.](#)

**Phone** 208-332-1602 **Email** [joseph.nelson@adm.idaho.gov](mailto:joseph.nelson@adm.idaho.gov)

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

Tara Larwick  
Cooperative Contract Coordinator  
NASPO ValuePoint  
[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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**

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The solicitation will permit multiple awards.

Additional Requested Information

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

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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** \$5,000,000

**Annual Political Subdivision Spend** [Click here to enter text.](#)

**Total Spend** \$25,000,000 over 5 years

**State of** Maryland

Robert Gleason  
**Director Name**

443-462-7590  
**Director Phone**

robert.gleason@maryland.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)

Maryland State Admin Fee: Estimated at 1%, but any fee will be determined at such time Maryland may elect to negotiate any Participating Addendum. Maryland State specific Ts&Cs attached.

**State Point of Contact Name and Title**

**Fred C. Payne, Leader Vendor Management Office, Office of State Procurement**

Fred C. Payne  
**Phone**

fred.payne@maryland.gov  
**Email**

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

Tara Larwick  
Cooperative Contract Coordinator  
NASPO ValuePoint  
[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)

## Title 21 STATE PROCUREMENT REGULATIONS

### Subtitle 07 CONTRACT TERMS AND CONDITIONS

#### Chapter 01 Mandatory Contract Provisions — All Contracts (except as provided under COMAR 21.05.07, 21.07.02, and 21.07.03)

Authority: Election Law Article, §§14-101—14-108; General Provisions Article, §§5-101 and 5-503;  
State Finance and Procurement Article, §§12-101, 13-211, 13-217—13-219, 13-221—13-223, 13-317, 16-202, 17-401, 17-402, and 19-114;  
Annotated Code of Maryland; Chs. 588, 589, and 630, Acts of 2017

**.01 Parties to the Contract.**

Mandatory provision for all contracts.

**.02 Scope of Contract.**

Mandatory provision for all contracts. This provision shall reflect the unilateral right of the State to order in writing changes in the work within the scope of the contract.

**.03 Compensation and Method of Payment.**

Mandatory provision for all contracts. The contractor's taxpayer identification number consisting of the Social Security number for individuals and sole proprietors and the federal employer identification number for all other types of organizations shall be indicated in this clause.

**.04 Contract Modifications.**

Mandatory provision for all contracts.

**.05 Non-Hiring of Officials and Employees.**

Mandatory provision for all contracts: "No official or employee of the State of Maryland, as defined under General Provisions Article, §5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract."

**.06 Disputes.**

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Disputes Clause (short form). "This contract shall be subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

B. Alternate Disputes Clause (long form).

"(1) This contract is subject to the provisions of State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies).

(2) Except as otherwise may be provided by law, all disputes arising under or as a result of a breach of this contract that are not disposed of by mutual agreement shall be resolved in accordance with this clause.

(3) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract. A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under this clause. However, if the submission subsequently is not acted upon in a reasonable time, or is disputed as to liability or amount, it may be converted to a claim for the purpose of this clause.

(4) A claim shall be made in writing and submitted to the procurement officer for decision in consultation with the Office of the Attorney General.

(5) When a claim cannot be resolved by mutual agreement, the contractor shall submit a written request for final decision to the procurement officer. The written request shall set forth all the facts surrounding the controversy.

(6) The contractor, at the discretion of the procurement officer, may be afforded an opportunity to be heard and to offer evidence in support of his claim.

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(7) The procurement officer shall render a written decision on all claims within 180 days of receipt of the contractor's written claim, unless the procurement officer determines that a longer period is necessary to resolve the claim. If a decision is not issued within 180 days, the procurement officer shall notify the contractor of the time within which a decision shall be rendered and the reasons for such time extension. The decision shall be furnished to the contractor, by certified mail, return receipt requested, or by any other method that provides evidence of receipt. The procurement officer's decision shall be deemed the final action of the State.

(8) The procurement officer's decision shall be final and conclusive unless the contractor mails or otherwise files a written appeal with the Maryland State Board of Contract Appeals within 30 days of receipt of the decision.

(9) Pending resolution of a claim, the contractor shall proceed diligently with the performance of the contract in accordance with the procurement officer's decision."

**.07 Maryland Law Prevails.**

Mandatory provision for all contracts unless otherwise authorized by the Board of Public Works.

**.08 Nondiscrimination in Employment.**

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor agrees:(a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection(a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause."

**.09 Contingent Fee Prohibition.**

Mandatory provision for all contracts:

"The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement."

**.10 Multi-Year Contracts Contingent Upon Appropriations.**

Mandatory provision for all contracts and contract modifications to be effective in more than one fiscal year:

"If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first."

**.11 Termination for Default.**

Mandatory provision for all contracts. One of the following clauses is preferred:

A. Alternate Clause — Termination for Default (short form).

"If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory

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performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B."

B. Alternate Clause — Termination for Default (long form).

"(1) The State may, subject to the provisions of paragraph (3) of this regulation, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:(a) If the Contractor fails to perform within the time specified herein or any extension thereof; or (b) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the procurement officer may authorize in writing) after receipt of notice from the procurement officer specifying such failure.

"(2) In the event the State terminates this contract in whole or in part as provided in paragraph(1) of this clause, the State may procure substitute performance upon terms and in whatever manner the procurement officer may deem appropriate, and the Contractor shall be liable to the State for any excess costs for substitute performance; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

"(3) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if the default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform unless substitute performance for the subcontractor was obtainable from another source in sufficient time to permit the Contractor to meet the performance schedule.

"(4) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause. If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, and if this contract does not contain a clause providing for termination for convenience of the State, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

"(5) If this contract is terminated as provided in paragraph(1) of this clause, the State, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer,(a) the fabricated or unfabricated parts, work in progress, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (b) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State; and the Contractor shall, upon direction of the procurement officer, protect and preserve property in the possession of the Contractor in which the State has an interest. Payment for completed supplies delivered to and accepted by the State shall be at the contract price. Payment for manufacturing materials delivered to and accepted by the State and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and procurement officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." The State may withhold from amounts otherwise due the Contractor hereunder such sum as the procurement officer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

"(6) The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.



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"(7) As used in paragraph (3) of this clause, the terms, "subcontractor" and "subcontractors" mean subcontractor(s) at any tier."

**.12 Termination for Convenience.**

A. Except as provided in §B of this regulation, mandatory provision for all contracts. One of the following clauses is preferred:

(1) Alternate Clause — Termination for Convenience (short form).

"The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2)."

(2) Alternate Clause — Termination for Convenience (long form).

"(1) The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the time when such termination becomes effective.

"(2) After receipt of a Notice of Termination, and except as otherwise directed by the procurement officer, the Contractor shall:

(a) stop work as specified in the Notice of Termination;

(b) place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of the portion of the work under the contract as is not terminated;

(c) terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

(d) assign to the State, in the manner, at times, and to the extent directed by the procurement officer, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the procurement officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause;

(f) transfer title and deliver to the State, in the manner, at the times, and to the extent, if any, directed by the procurement officer, (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the Notice of Termination, and (ii) the completed or partially completed plans, drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the State;

(g) use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the procurement officer, any property of the types referred to in (f) above; provided, however, that the Contractor (i) may not be required to extend credit to any purchaser, and (ii) may acquire any such property under the conditions prescribed by and at a price or prices approved by the procurement officer; and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the State to the Contractor under this contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the procurement officer may direct;

(h) complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and

(i) take any action that may be necessary, or as the procurement officer may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the State has or may acquire an interest.



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The Contractor shall submit to the procurement officer a list, certified as to quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the procurement officer, and may request the State to remove them or enter into a storage agreement covering them. Not later than fifteen (15) days thereafter, the State shall accept title to these items and remove them or enter into a storage agreement covering the same; provided, that the list submitted shall be subject to verification by the procurement officer upon removal of the items, or if the items are stored, within forty-five (45) days from the date of submission of the list, and any necessary adjustment to correct the list as submitted shall be made before final settlement.

"(3) After receipt of a Notice of Termination, the Contractor shall submit to the procurement officer his termination claim, in the form and with certification prescribed by the procurement officer. This claim shall be submitted promptly but in no event later than one(1) year from the effective date of termination, unless one or more extensions in writing are granted by the procurement officer, upon request of the Contractor made in writing within the one-year period or authorized extension thereof. However, if the procurement officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine the claim at any time after the one-year period or any extension thereof. Upon failure of the Contractor to submit his termination claim within the time allowed, the procurement officer may determine, on the basis of information available to him, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

"(4) Subject to the provisions of paragraph (3), the Contractor and the procurement officer may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The contract shall be amended accordingly, and the Contractor shall be paid the agreed amount. Nothing in paragraph (5) of this clause, prescribing the amount to be paid to the Contractor in the event of failure of the Contractor and the procurement officer to agree upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, shall be deemed to limit, restrict, or otherwise determine or affect the amount or amounts that may be agreed upon to be paid to the Contractor pursuant to this paragraph.

"(5) In the event of the failure of the Contractor and the procurement officer to agree as provided in paragraph (4) upon the whole amount to be paid to the Contractor by reason of the termination of work pursuant to this clause, the procurement officer shall pay to the Contractor the amounts determined by the procurement officer as follows, but without duplication of any amounts agreed upon in accordance with paragraph (4):

(a) for completed supplies or services accepted by the State (or sold or acquired as provided in paragraph (2)(g) above) and for which payment has not theretofore been made, a sum equivalent to the aggregate price for the supplies or services computed in accordance with the price or prices specified in the contract, appropriately adjusted for any saving of freight or other charges;

(b) the total of:

(i) the costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under paragraph (5)(a) hereof;

(ii) the cost of settling and paying claims arising out of the termination of work under subcontracts or orders, as provided in paragraph (2)(e) above, which are properly chargeable to the terminated portion of the contract (exclusive of amounts paid or payable on account of supplies or materials delivered or services furnished by subcontractors or vendors before the effective date of the Notice of Termination, which amounts shall be included in the costs payable under(i) above); and

(iii) a sum, as profit on(i) above, determined by the procurement officer to be fair and reasonable; provided, however, that if it appears that the contractor would have sustained a loss on the entire contract had it been completed, no profit shall be included or allowed under this subdivision (iii) and an appropriate adjustment shall be made reducing the amount of the settlement to reflect the indicated rate of loss; and

(c) the reasonable cost of settlement accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination

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and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this contract.

The total sum to be paid to the Contractor under(a) and (b) of this paragraph shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. Except for normal spoilage, and except to the extent that the State shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor as provided in (5)(a) and (b)(i) above, the fair value, as determined by the procurement officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the State or to a buyer pursuant to paragraph (2)(g).

"(6) Costs claimed, agreed to, or determined pursuant to (3), (4), (5) and (11) hereof shall be in accordance with COMAR 21.09 (Contract Cost Principles and Procedures) as in effect on the date of this contract.

"(7) The Contractor shall have the right of appeal, under the clause of this contract entitled "Disputes," from any determination made by the procurement officer under paragraph (3), (5), or (9) hereof, except that if the Contractor has failed to submit his claim within the time provided in paragraph (3) or (9) hereof, and has failed to request extension of the time, he shall have no right of appeal. In any case where the procurement officer has made a determination of the amount due under paragraph (3), (5), or (9) hereof, the State shall pay to the Contractor the following:(a) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the procurement officer, or (b) if an appeal has been taken, the amount finally determined on such appeal.

"(8) In arriving at the amount due the Contractor under this clause there shall be deducted(a) all unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract, (b) any claim which the State may have against the Contractor in connection with this contract, and (c) the agreed price for, or the proceeds of sale of, any materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the State.

"(9) If the termination hereunder be partial, the Contractor may file with the procurement officer a claim for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the Notice of Termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this clause shall be asserted within ninety (90) days from the effective date of the termination notice, unless an extension is granted in writing by the procurement officer.

"(10) The State may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the Contractor in connection with the terminated portion of this contract whenever in the opinion of the procurement officer the aggregate of such payments shall be within the amount to which the Contractor shall be entitled hereunder. If the total of such payments is in excess of the amount finally agreed or determined to be due under this clause, such excess shall be payable by the Contractor to the State upon demand, together with interest computed at the prime rate established by the State Treasurer for the period from the date such excess payment is received by the Contractor to the date on which such excess is repaid to the State; provided, however, that no interest shall be charged with respect to any such excess payment attributable to a reduction in the Contractor's claim by reason of retention or other disposition of termination inventory until ten days after the date of such retention or disposition, or a later date as determined by the procurement officer by reason of the circumstances.

"(11) Unless otherwise provided for in this contract, or by applicable statute, the Contractor shall—from the effective date of termination until the expiration of three years after final settlement under this contract—preserve and make available to the State at all reasonable times at the office of the Contractor but without direct charge to the State, all his books, records, documents and other evidence bearing on the costs and expenses of the Contractor under this contract and relating to the work terminated hereunder, or, to the extent approved by the procurement officer, reproductions thereof."

#### B. Leases of Real Property.

(1) Inclusion of a termination for convenience clause in a real property lease is discretionary with the Board of Public Works, upon recommendation of the Secretary of General Services.

(2) In recommending the exclusion of a termination for convenience clause in a real property lease, the Secretary shall consider such factors as:

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(a) The practicality of including the termination for convenience clause in a lease of real property located in another state or overseas when the demand for property of a particular type or in some particular geographic location is extremely intense, or when the contents of a lease are established by a foreign government and are effectively non-negotiable, or both;

(b) The perception of some landlords that the termination for convenience clause permits the State to unilaterally convert a fixed term lease to a day-to-day lease; or

(c) The prospects that some lending institutions may reject loan requests from landlords owning property that the State might wish to lease but that must be first upgraded at the owner's expense to meet State User Agency Requirements.

**.13 Delays and Extensions of Time.**

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"Delays and Extensions of Time"

"The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

"Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers."

**.14 Liquidated Damages.**

Mandatory provision for:

A. All contracts with certified MBE participation goals in accordance with COMAR 21.11.03.10E; and

B. Any other contracts deemed appropriate by the procurement officer in consultation with the Office of the Attorney General.

**.15 Variations in Estimated Quantities.**

Mandatory provision for all contracts that contain estimated quantity items.

**.16 Suspension of Work.**

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"The procurement officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the State."

**.17 Pre-existing Regulations.**

Mandatory provision for all contracts. It shall be in substantially the same form as follows:

"In accordance with the provisions of §11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract."

**.18 Payment of State Obligations.**

Mandatory provision for all contracts. The following clause is preferred:

"Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

(1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and

(2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

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The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable."

**.19 Financial Disclosure.**

Mandatory provision for all contracts:

"The Contractor shall comply with the provisions of State Finance and Procurement Article §13-221, Annotated Code of Maryland. That section requires a business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000."

**.20 Political Contribution Disclosure.**

Mandatory provision for all contracts:

"The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing:(a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contribution in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections:(a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before:(i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Election website: [http://www.elections.state.md.us/campaign\\_finance/index.html](http://www.elections.state.md.us/campaign_finance/index.html)."

**.21 Retention of Records.**

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor shall retain and maintain all records and documents relating to this Contract for three years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the procurement officer or designee, at all reasonable times."

**.22 Compliance with Laws.**

Mandatory provision for all contracts. The following clause is preferred:

"The Contractor hereby represents and warrants that:

"A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

"B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;

"C. It shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and

"D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract."

**.23 Cost and Price Certification.**

Mandatory provision for all contracts and contract modifications (excluding real property leases and architectural services or engineering services contracts (see Regulation .24)) if the contract or modification exceeds \$100,000 or a smaller amount

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determined by the procurement officer under State Finance and Procurement Article, §13-220. The language shall be in substantially the same form as follows:

"Cost and Price Certification"

"A. The Contractor by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of a mutually determined specified date prior to the conclusion of any price discussions or negotiations for:

"(1) A negotiated contract, if the total contract price is expected to exceed \$100,000, or a smaller amount set by the procurement officer; or

"(2) A change order or contract modification, expected to exceed \$100,000, or a smaller amount set by the procurement officer.

"B. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date agreed upon between the parties, was inaccurate, incomplete, or not current."

**.24 Truth-In-Negotiation Certification.**

Mandatory provision for architectural services or engineering services contracts exceeding \$100,000. It shall be in substantially the same form as follows:

"Truth-In-Negotiation Certification"

"The Contractor by submitting cost or price information, including wage rates or other factual unit costs, certifies to the best of its knowledge, information and belief, that:

"A. The wage rates and other factual unit costs supporting the firm's compensation, as set forth in the proposal, are accurate, complete and current as of the contract date;

"B. If any of the items of compensation were increased due to the furnishing of inaccurate, incomplete or noncurrent wage rates or other units of costs, the State is entitled to an adjustment in all appropriate items of compensation, including profit or fee, to exclude any significant sum by which the price was increased because of the defective data. The State's right to adjustment includes the right to a price adjustment for defects in costs or pricing data submitted by a prospective or actual subcontractor; and

"C. If additions are made to the original price of the contract, such additions may be adjusted to exclude any significant sums where it is determined the price has been increased due to inaccurate, incomplete or noncurrent wage rates and other factual costs."

**.25 Contract Affidavit.**

Mandatory contract addendum. The contract addendum shall be in substantially the same form as follows and submitted upon initial award and each renewal thereafter:

A. AUTHORITY

I HEREBY AFFIRM THAT:

I, (print name) \_\_\_\_\_ possess the legal authority to make this Affidavit.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

- (1) Corporation — ☐ domestic or ☐ foreign;
- (2) Limited Liability Company — ☐ domestic or ☐ foreign;
- (3) Partnership — ☐ domestic or ☐ foreign;
- (4) Statutory Trust — ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship



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and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID

Number: \_\_\_\_\_ Address: \_\_\_\_\_

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: \_\_\_\_\_

Address: \_\_\_\_\_.

### C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require the business to file with the Secretary of State of Maryland certain specified information, including disclosure of beneficial ownership of the business, within 30 days of the date the aggregate value of any contracts, leases, or other agreements that the business enters into with the State of Maryland or its agencies during a calendar year reaches \$200,000.

### D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

### E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;

## CONTRACT TERMS AND CONDITIONS

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(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

- (i) The dangers of drug and alcohol abuse in the workplace;
- (ii) The business's policy of maintaining a drug and alcohol free workplace;
- (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program;

and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

## STATE PROCUREMENT REGULATIONS

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## F. CERTAIN AFFIRMATIONS VALID

## I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_ (printed name of Authorized Representative and affiant)

\_\_\_\_\_  
(signature of Authorized Representative and affiant)**.26 Commercial Nondiscrimination Clause.**

A. The following provision is mandatory for all State contracts and subcontracts: "As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The following provision is mandatory for all State contracts: "As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions."

**.27 Performance and Payment Bonds.**

This regulation is added as a separate pdf form within this chapter.



**.27 Performance and Payment Bonds.**

Mandatory provision for contracts exceeding \$100,000 with surety bond requirements:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

**PERFORMANCE BOND**

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures)	Date of Contract _____, 20____
Description of Contract	Date Bond Executed _____, 20____
Contract Number: _____	

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State of Maryland, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred as "the Contract."

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the original term of said Contract, during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the

corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)
<hr/>	
In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)
<hr/>	
	Corporate Principal
Attest:	(Name of Corporation)
	AFFIX
_____ as to	By: _____ CORPORATE
Corporate Secretary	President SEAL
<hr/>	
Attest:	(Corporate Surety)
(SEAL)	By: _____ (SEAL)
Signature	Title _____
Bonding Agent's Name: _____	_____
	(Business Address of Surety)
Agent's Address _____	
<hr/>	

Approved as to legal form and sufficiency this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

#### PAYMENT BOND

Principal	Business Address of Principal
Surety	Obligee
a corporation of the State of _____	STATE OF MARYLAND
and authorized to do business in the State of Maryland	
Penal Sum of Bond (express in words and figures)	Date of Contract
_____	_____, 20____
Description of Contract	Date Bond Executed
Contract Number: _____	_____, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other

purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described and dated as shown above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the “Contract”.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligees that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligees shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation’s name to be set forth below, a duly authorized representative of the corporation to affix below the corporation’s seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

In Presence of:	Co-Partnership Principal
Witness:	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

		Corporate Principal
Attest:		_____
		(Name of Corporation)
		AFFIX
_____		By: _____ CORPORATE
Corporate Secretary		President SEAL
		_____
Attest:	(SEAL)	(Corporate Surety)
_____		By: _____ (SEAL)
Signature		Title _____
Bonding Agent's Name:	_____	_____
Agent's Address	_____	(Business Address of Surety)
		Approved as to legal form and sufficiency this
		_____ day of _____ 20 _____
		_____
		Asst. Attorney General

CONTRACT TERMS AND CONDITIONS

21.07.01.28

**.28 Performance and Payment Bonds — Multiyear Annual and Renewable.**

This regulation is added as a separate pdf form within this chapter.

**.28 Performance and Payment Bonds—Multiyear Annual and Renewable.**

Optional forms for multiyear contracts exceeding \$100,000 with annual and renewable surety bonds:

A. Performance Bond. The required performance bond shall be in the form specified as follows:

**ANNUAL PERFORMANCE BOND – RENEWABLE FOR MULTIYEAR AWARDS**

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland	Obligee STATE OF MARYLAND
Penal Sum of Bond (express in words and figures) _____	Date Bond Executed _____, 20____  Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, are held and firmly bound unto the Obligee named above in the Penal Sum of this Performance Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents. However, where Surety is composed of corporations acting as co-sureties, we the co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW, THEREFORE, during the initial term of said Contract, any renewal term, and during any extensions thereto that may be granted by the Administration, and during the guarantee and warranty period, if any, required under the Contract, unless otherwise stated therein, this Performance Bond shall remain in full force and effect unless and until the following terms and conditions are met:

1. Principal shall well and truly perform the Contract; and
2. Principal and Surety shall comply with the terms and conditions in this Performance Bond.

Whenever Principal shall be declared by the Administration to be in default under the Contract, the Surety may, within 15 days after notice of default from the Administration, notify the Administration of its election to either promptly proceed to remedy the default or promptly proceed to complete the contract in accordance with and subject to its terms and conditions. In the event the Surety does not elect to exercise either of the above stated options, then the Administration thereupon shall have the remaining contract work completed, Surety to remain liable hereunder for all expenses of completion up to but not exceeding the penal sum stated above.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Performance Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

This Performance Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Performance Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)
In Presence of:	Co-Partnership Principal
Witness:	
_____	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)
	Corporate Principal
Attest:	_____
	(Name of Corporation)
_____ as to	AFFIX
Corporate Secretary	By: _____ CORPORATE SEAL
	President
	(Corporate Surety)
Attest: (SEAL)	By: _____ (SEAL)
Signature	Title _____
Bonding Agent's Name: _____	
Agent's Address _____	(Business Address of Surety)

Approved as to legal form and sufficiency this  
\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
\_\_\_\_\_  
Asst. Attorney General

B. Payment Bond. The required payment bond shall be in the form specified as follows:

**ANNUAL PAYMENT BOND – RENEWABLE FOR MULTIYEAR AWARDS**

Principal	Business Address of Principal
Surety a corporation of the State of _____ and authorized to do business in the State of Maryland Penal Sum of Bond (express in words and figures) _____	Obligee STATE OF MARYLAND  Date Bond Executed _____, 20____ Initial Term Fiscal Year Ending June 30, 20____

KNOW ALL BY THESE PRESENTS, That we, the Principal named above and Surety named above, being authorized to do business in Maryland, and having business address as shown above, are held and firmly bound unto the Obligee named above, for the use and benefit of claimants as hereinafter defined, in the Penal Sum of this Payment Bond stated above, for the payment of which Penal Sum we bind ourselves, our heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these co-sureties, bind ourselves, our successors and assigns, in such Penal Sum jointly and severally as well as severally only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each co-surety binds itself, jointly and severally with the Principal, for the payment of such sum as appears above its name below, but if no limit of liability is indicated, the limit of such liability shall be the full amount of the Penal Sum.

WHEREAS, Principal has entered into or will enter into a multiyear contract with the State, by and through the Administration named above acting for the State of Maryland, which contract is described above, and incorporated herein by reference. The contract and all items incorporated into the contract, together with any and all changes, extensions of time, alterations, modifications, or additions to the contract or to the work to be performed thereunder or to the Plans, Specifications, and Special Provisions, or any of them, or to any other items incorporated into the contract shall hereinafter be referred to as the "Contract".

The term of this Bond is for the period beginning on the date the bond is executed and ending on the indicated Initial Term Fiscal Year Ending Date (the "Initial Term"). If requested by the Principal, the Initial Term may be extended, solely at the option of the Surety, for additional one (1) year periods (each a "Renewal Term"), ending on the subsequent Fiscal Year ending date. This Bond shall expire at the end of the Initial Term or, if extended, at the end of the final Renewal Term. Provided that at any time should the surety elect not to extend the bond for a Renewal Term, it must so inform the Obligee in writing prior to ninety (90) days before the expiry of the existing Initial Term or final Renewal Term. If the surety does not so inform the Obligee of its intention not to extend the bond as stated herein, the bond will automatically be deemed extended for an additional Renewal Term.

WHEREAS, it is one of the conditions precedent to the final award of the Contract that these presents be executed.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials furnished, supplied and reasonably required for use in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. A claimant is defined to be any and all of those persons supplying services or materials (including lessors of equipment to the extent of the fair market value thereof) to the Principal or its subcontractors and subcontractors in the prosecution of the work provided for in the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Obligee that every claimant as herein defined, may sue on this Bond for the use of such claimant and prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Obligee shall not be liable for the payment of any costs or expenses of any such suit.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of a Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Payment Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of a Contract or to the work or to the Specifications.

This Payment Bond shall be governed by and construed in accordance with the laws of the State of Maryland and any reference herein to Principal or Surety in the singular shall include all entities in the plural who or which are signatories under the Principal or Surety heading below.

IN WITNESS WHEREOF, Principal and Surety have set their hands and seals to this Payment Bond. If any individual is a signatory under the Principal heading below, then each such individual has signed below on his or her own behalf, has set forth below the name of the firm, if any, in whose name he or she is doing business, and has set forth below his or her title as a sole proprietor. If any partnership or joint venture is a signatory under the Principal heading below, then all members of each such partnership or joint venture have signed below, each member has set forth below the name of the partnership or joint venture, and



each member has set forth below his or her title as a general partner, limited partner, or member of joint venture, whichever is applicable. If any corporation is a signatory under the Principal or Surety heading below, then each such corporation has caused the following: the corporation's name to be set forth below, a duly authorized representative of the corporation to affix below the corporation's seal and to attach hereto a notarized corporate resolution of power of attorney authorizing such action, and each such duly authorized representative to sign below and set forth below his or her title as a representative of the corporation. If any individual acts as a witness to any signature below, then each such individual has signed below and has set forth below his or her title as a witness. All of the above has been done as of the Date of Bond shown above.

---

In Presence of:	Individual Principal
Witness:	
_____ as to	_____ (SEAL)

---

In Presence of:	Co-Partnership Principal
Witness:	
	_____ (SEAL)
	(Name of Co-Partnership)
_____ as to	By: _____ (SEAL)
_____ as to	_____ (SEAL)
_____ as to	_____ (SEAL)

---

	Corporate Principal
Attest:	_____
	(Name of Corporation)
	AFFIX
_____	By: _____ CORPORATE
Corporate Secretary	President SEAL

---

Attest:	(SEAL)	_____
		(Corporate Surety)
Signature		By: _____ (SEAL)
Bonding Agent's Name: _____		Title _____
Agent's Address _____		_____
		(Business Address of Surety)

---

Approved as to legal form and sufficiency this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
 Asst. Attorney General

## STATE PROCUREMENT REGULATIONS

21.07.01.28

**Administrative History**

Effective date: July 1, 1981 (8:13 Md. R. II-5)

Regulation .09A amended effective May 6, 1985 (12:9 Md. R. 816)

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Chapter revised effective January 9, 1989 (15:27 Md. R. 3138)

Regulation .03 amended effective August 2, 1993 (20:15 Md. R. 1221)

Regulation .05 amended effective October 2, 2000 (27:19 Md. R. 1730); July 9, 2001 (28:13 Md. R. 1216)

Regulation .08 amended effective December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .11A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .12A amended effective November 22, 1993 (20:23 Md. R. 1086)

Regulation .14 amended effective May 13, 2013 (40:9 Md. R. 789); July 15, 2019 (46:14 Md. R. 623)

Regulation .18 amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .19 amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .20 amended effective January 26, 1998 (25:2 Md. R. 79); December 25, 2000 (27:25 Md. R. 2284); January 2, 2017 (43:26 Md. R. 1449)

Regulation .25 amended effective October 1, 1990 (17:19 Md. R. 2322); August 2, 1993 (20:15 Md. R. 1221); August 8, 2011 (38:16 Md. R. 946); May 13, 2013 (40:9 Md. R. 789)

Regulation .25C amended effective March 11, 2019 (46:5 Md. R. 310)

Regulation .25D amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26 adopted as an emergency provision effective August 8, 1997 (24:18 Md. R. 1294); emergency status rescinded effective October 16, 1997 (24:23 Md. R. 1608)

Regulation .26 adopted effective March 12, 2007 (34:5 Md. R. 562)

Regulation .26A amended effective January 2, 2017 (43:26 Md. R. 1449)

Regulation .26B amended effective March 5, 2012 (39:4 Md. R. 338)

Regulation .27 adopted effective July 15, 2019 (46:14 Md. R. 623)

Regulation .28 adopted effective July 15, 2019 (46:14 Md. R. 623)

***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**

[Click here to enter text.](#)

**Annual Political Subdivision Spend**

[Click here to enter text.](#)

**Total Spend**

Approximately \$3,500,000.00

**State of** Louisiana

Paula Tregre

**Director Name**

225-342-3793

**Director Phone**

paula.tregre@la.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)

Felicia M. Sonnier

**State Point of Contact Name and Title**

225-342-8029

**Phone**

felicia.sonnier@la.gov

**Email**

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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** Approximately \$800,000

**Annual Political Subdivision Spend** Included in Annual State Spend

**Total Spend** Approximately \$800,000

**State of** Montana

Meghan Holmlund

**Chief Procurement Official**

406-444-1459

**Phone**

mholmlund@mt.gov

**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)

State Admin Fee: 1.50%

**State Point of Contact Name and Title**

Amanda Henrich, Contracts Officer

**Phone** 406-444-2516

**Email** Amanda.henrich@mt.gov

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)

The following changes are modifying or supplementing the Master Agreement terms and conditions. The Master Agreement and the Participating Addendum together are referred to herein as the "Contract."

### **State of Montana Terms and Conditions**

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the Participating Entity, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the Participating Entity or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the Contract without the express written consent of the Participating Entity. (Section 18-4-141, MCA.)

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**DEFENSE, INDEMNIFICATION /HOLD HARMLESS:** Contractor shall defend, indemnify and hold harmless the State of Montana and the contracting agency hereunder and their elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, demands, causes of action, liabilities, damages, judgments, expenses or fees, including the reasonable cost of defense thereof and attorney fees, arising or awarded in favor of Contractor's or its subcontractor's employees or agents or third parties for bodily or personal injuries, death, damage to property, or financial or other loss resulting or allegedly resulting in whole or part from (i) the services performed or products provided or (ii) other acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of Participating Entity or the contracting agency.

**REDUCTION OF FUNDING:** Participating Entity must by law terminate this Contract if funds are not appropriated or otherwise made available to support the Participating Entity's or contracting agency's continuation of performance of this Contract in a subsequent fiscal period. (18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, Participating Entity shall terminate this Contract as required by law. Participating Entity shall provide Contractor the date Participating Entity's termination shall take effect. Participating Entity shall not be liable to Contractor for any payment that would have been payable had the Contract not been terminated under this provision. As stated above, Participating Entity shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date Participating Entity's termination takes effect. This is Contractor's sole remedy. Participating Entity shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**CHOICE OF LAW AND VENUE:** Montana law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees, except as provided in **Defense, Indemnification/Hold Harmless**.

**TAX EXEMPTION:** Participating Entity is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

**STATE OF MONTANA ADMINISTRATIVE FEE:** The Participating Entity assesses an Administrative Fee of one and one-half percent (1.50%) for all net sales (sales less credits and returns) made under this PA. The prices paid to Contractor must include the 1.5% Administrative Fee. The Contractor shall remit this Administrative Fee concurrent with the Required Usage Reporting described below. The Administrative Fee must be submitted by ACH along with email notification to the State of Montana Contracts Officer. This Administrative Fee is effective upon execution of this Participating Addendum.

**REQUIRED REPORTING:** Contractor shall submit quarterly reports to the Contracts Officer (CO) assigned by the Participating Entity to manage this contract. Contractor shall provide CO with an electronic usage report (Excel), which must list the following information at the minimum: purchasing entity; description of items purchased; date of purchase; contract price; and the extended price for each transaction. These reports are due no more than 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

**DELIVERY:** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination" as used in this clause, means free of expense to the Participating Entity or contracting agency and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the Participating Entity or contracting agency at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

# **Federal Terms and Conditions**

## **(Non-Construction)**

### **1. NONDISCRIMINATION**

The Contractor agrees that no person shall be denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this contract, on the ground of race, religion, color, national origin, sex or handicap. Accordingly, and to the extent applicable, the Contractor agrees to comply with the following:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.) as implemented by DoD regulations at 32 CFR part 195.

b. On the basis of race, color, religion, sex, or national origin, in Executive Order 11246 {3 CFR, 1964-1965 Comp. pg. 339}, as implemented by Department of Labor regulations at 41 CFR part 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.

### **2. LOBBYING**

a. The Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; and, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

### **3. DRUG-FREE WORK PLACE**



The Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

#### **4. ENVIRONMENTAL PROTECTION**

a. The Contractor agrees that its performance under this contract shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor shall also identify to the state any impact this contract may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
- (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
- (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
- (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
- (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.). Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3).
- (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking work source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3)

#### **5. USE OF UNITED STATES FLAG VESSELS**

a. The Contractor agrees that travel under this contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive

Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The Contractor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

## **6. DEBARMENT AND SUSPENSION**

a. The Contractor shall not make any award or permit any award (sub-contract or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension.

b. The Contractor agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180, as implemented by the DoD in 2 CFR part 1125. The Contractor shall comply with 2 CFR Part 1125 by checking the Excluded Parties List System (EPLS) at [www.sam.gov](http://www.sam.gov) to verify Contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to Contractors listed in EPLS. This verification shall be documented in the Contractor's contract files, and shall be subject to audit by federal/State audit agencies

The Contractor agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Contractor enters into transactions that are "covered transactions" under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR part 1125.

## **7. BUY AMERICAN ACT**

The Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

## **8. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY POLICES**

The Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

## **9. COPELAND "ANTI-KICKBACK" ACT**

The Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from

employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

## **10. CONTRACT WORK HOURS AND SAFETY STANDARDS**

The Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.(40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1 1/2 times the basic rate of pay.

## **11. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the contract shall be reported to the non-Federal entity. Contractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **12. CLEAN AIR ACT (42 U.S.C. 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED**

Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

## **13. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

## **14. PROCUREMENT OF RECOVERED MATERIALS**

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **15. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, section 889.



**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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.

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

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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** Approximately \$570,000.00

**Annual Political Subdivision Spend** Unknown

**Total Spend** Approximately \$2,850,000.00 for a 5-year contract

**State of** Nevada

Kevin D. Doty, Purchasing Administrator

**Director Name**

775-684-0170

**Director Phone**

kddoty@admin.nv.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)

The State has a quarterly 1% administrative fee which would need to be added.

**State Point of Contact Name and Title**

Annette Morfin, Purchasing Officer [Click here to enter text.](#)

**Phone** 775-684-0185

**Email** [amorfin@admin.nv.gov](mailto:amorfin@admin.nv.gov)

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



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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.

**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** Estimated \$18,726,541.26

**Annual Political Subdivision Spend** Included above.

**Total Spend** estimated \$18,726,541.26

**State of** Oregon

Debbie Dennis

**Director Name**

971.701.0295

**Director Phone**

Debbie.Dennis@oregon.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)

Kaliska King, CPPB, OPBC

**State Point of Contact Name and Title**

503.798.1907

**Phone**

Kaliska.king@oregon.gov

**Email**

Please email completed "Intent to Participate" document by March 12, 2021 to:

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



**EXHIBIT NO. 1****Changes to Master Agreement State-Specific Constitutional, Statutory and Other Requirements**

**1. Incorporation of Master Agreement.** Participating State and Purchasing Entities are entitled to rely upon all of the representations and warranties, rights, remedies, and benefits under the Master Agreement and this Addendum, subject to the State-Specific Constitutional, Statutory and other requirements set forth herein.

**2. Definitions.** Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. The following terms have the meanings set forth below:

“Business Days” means Monday through Friday, 8:00 a.m. to 5:00 p.m., pacific time, excluding State of Oregon holidays and business closure days.

**3. Purchase Orders.**

**3.1 Eligible Purchasing Entities.** All state agencies under DAS procurement authority; and all state agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities that are members of the Oregon Cooperative Purchasing Program (ORCPP), are eligible to acquire Goods and Services under this Addendum.

**3.2 Verification of Purchasing Entities.** Contractor shall verify that it provides Goods and Services under this Addendum only to eligible Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

**3.3 Effect of Purchase Orders.** The State is only liable for purchases under Purchase Orders issued by State of Oregon agencies. Other Purchasing Entities are responsible for any purchases under Purchase Orders they issue. The State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

**4. Third Party Agreements.** To the extent any Goods or Services are subject to the provisions of a third-party license agreement, subscription agreement, maintenance and support agreement or any other third party agreement, Contractor shall provide Purchasing Entity with a copy of any such third party agreement. Purchasing Entity shall have thirty (30) calendar days to review the agreement. Purchasing Entity may accept the terms of the agreement, reject the terms, or attempt to negotiate the terms with the third-party provider. In the event Purchasing Entity rejects the terms or is unable to come to agreement with the third-party provider, Purchaser Entity may revoke the Purchase Order and will be entitled to a full refund of all amounts paid and will not be subject to any early termination fees.

**5. Payment Provisions; Expenses.** All payments are subject to ORS 293.462. Purchasing Entity will not be obligated to pay any travel expenses unless expressly agreed upon in a Purchase Order. Any obligation to pay travel expenses, including transportation, lodging, or meals, is subject to the rates and limitations set under Oregon law. Contracts with the State of

Oregon are subject to the rates and limitations of the Statewide Travel Policy, currently found online at: <http://www.oregon.gov/das/Financial/Acctng/Documents/40.10.00.pdf>.

**6. Funds available and authorized/non-appropriation.** The State of Oregon's and its agencies' payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Purchase Order issued under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Purchase Order from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or Purchase Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Purchase Order issued under this Addendum.

**7. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF).** Contractor shall submit volume sales reports and pay the administrative fee as set forth in Exhibit 5.

**8. Warranties.** Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum. The warranties set forth the Master Agreement are in addition to, and not in lieu of, any other warranties provided by law. All warranties are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

**9. Dispute Resolution.** Any dispute between the parties under this Addendum that is not resolved through informal discussions may be submitted to mediation upon the consent of both parties. If informal discussions or mediation are unsuccessful, either party may initiate litigation to resolve the dispute. The parties specifically disclaim any right to arbitration of disputes. Neither party waives its right to a jury trial or right to participate in class, collective, or representative claims.

**10. Control of Defense and Settlement.** Contractor's obligation to indemnify Purchasing Entity as set forth in the Master Agreement is conditioned on Purchasing Entity providing to Contractor prompt notification of any claim or potential claim of which Purchasing Entity becomes aware. Contractor shall have control of the defense and settlement of any claim that is subject to indemnification; however, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any Purchasing Entity of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the approval of the Attorney General, nor shall Contractor settle any claim on behalf of the State of Oregon without the approval of the Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**11. Limitation of Liability.** The Participating State's or a Purchasing Entity's indemnification obligations to Contractor, if any, are subject to the provisions of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 to 30.300).

**12. Insurance.** Within ten (10) days of the Effective Date, Contractor shall deliver to DAS a certificate evidencing the insurance coverage set forth on Exhibit No. 2. No Purchase Orders may be placed

or accepted until proof is provided that these requirements have been met. Purchasing Entities may request additional insurance coverage, as necessary.

**13. Jurisdiction and Venue.** Any claim, action, suit or proceeding (collectively, "Claim") between State or any other agency or department of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A PURCHASE ORDER SUBMITTED PURSUANT TO THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and an Purchasing Entity other than the State of Oregon or State agency that arise from or are related to individual Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

**14. Remedies.** If any goods or services furnished by Contractor are, in Contractor's opinion, likely to become the subject of an Infringement Claim, or if an Purchasing Entity is prevented from exercising its rights under this Addendum based on any Infringement Claim or court order arising from any Infringement Claim, then Contractor may, at its option and expense, procure for the Purchasing Entity the right to continue using the allegedly infringing goods or services, or replace or modify the goods or services so that they become non-infringing; provided that the replacement or modified good or service meets the specifications set forth in the applicable Purchase Order to the satisfaction of the Purchasing Entity. If the foregoing remedies are not available, then Purchasing Entity will return the allegedly infringing goods or terminate the allegedly infringing services, and Contractor will refund Purchasing Entity's payments, in full, for the allegedly infringing goods or services.

**15. Term and Termination of Participating Addendum.**

**15.1** This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

**15.2 Termination.** In addition to its termination rights under the Master Agreement, DAS may terminate this Addendum, in whole or in part, at any time upon thirty (30) days prior written notice to Contractor.

**16. Termination of Individual Purchase Orders.** In addition to its termination rights under the Master Agreement, Purchasing Entity may, at its sole discretion, terminate individual Purchase Orders, in whole or in part, upon 30 days written notice to Contractor, or Purchasing Entity and Contractor may mutually agree to terminate a Purchase Order at any time by written consent.

**17. Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Purchase Orders, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

**18. Compliance with Law.**

**18.1 General.** In addition to the compliance of law provisions of the Master Agreement, Contractor shall comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to Contractor or to the Goods or Services ordered under this Addendum or any Purchase Order. Further, a Purchasing Entity's performance under a Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270.

**18.2 Pay Equity.** Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS or Purchasing Entity to terminate this Addendum or a Purchase Order for cause.

Contractor may not prohibit any of Contractor's employees from discussing the employee's rate of wage, salary, benefits, or other compensation with another employee or another person. Contractor may not retaliate against an employee who discusses the employee's rate of wage, salary, benefits, or other compensation with another employee or another person.

**18.3 False Claims.** Contractor understands and acknowledges it is subject to the Oregon False Claims Act (ORS 180.750 to 180.785) and to any liabilities or penalties associated with the making of a false claim under that Act. By its execution of the Addendum, Contractor certifies the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or cause to be made that pertains to the Addendum or the Purchase Orders, including but not limited to Contractor invoices, correspondence, reports, or other deliverables.

**18.4 Non-Discrimination.** Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Purchase Order.

**18.5 Undisclosed Debt; Tax Compliance and Certification.** By executing this Addendum, the undersigned certifies under penalty of perjury that, to the best of the individual's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any of its agencies, boards, commissions, departments or divisions, and Contractor complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state, and Contractor shall, for the term of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a

political subdivision of this state that apply to Lessor, to Lessor's property, operations, receipts, or income, or to Lessor's performance of or compensation for any work performed by Lessor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Lessor, or to goods, services, or property, whether tangible or intangible, provided by Lessor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions. Any violation of this provision will be considered a material breach of this Addendum and applicable Purchase Orders. DAS and Purchasing Entity, as applicable, may pursue any and all remedies set forth in the Master Agreement, including termination of this Addendum or a Purchase Order.

This Addendum will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes and debt due to the State of Oregon or a political subdivision, including (i) garnishing Lessor's compensation under this Lease, or (ii) exercising a right of setoff against Lessor's compensation relating to this Lease for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

**19. Security and Data Privacy Laws.** In addition to the confidentiality provisions set forth in the Master Agreement, Contractor and all Contractor employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing use and disclosure of State Agency Purchasing Entity information and data and access to State of Oregon information assets, including as those laws, regulations, and policies may be updated from time to time. Applicable laws, regulations, and policies include but are not limited to:

- Oregon's Statewide Information Security Standards: <https://www.oregon.gov/das/OSCIO/Documents/2019StatewideInformationAndCyberSecurityStandardsV1.0.pdf>
- Oregon's Statewide Information Security Plan, <https://www.oregon.gov/das/OSCIO/Documents/StatewideInformationSecurityPlan.pdf>; and
- Oregon's Statewide Policies: [www.oregon.gov/das/Pages/policies.aspx#IT](http://www.oregon.gov/das/Pages/policies.aspx#IT).
- The Oregon Consumer Information Protection Act, ORS 646A.600 through 646A.628.

**20. Application of Public Records Law.** Participating State or Purchasing Entity's obligations of confidentiality, if any, are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 to 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475.

**21. Recycled Products.** To the maximum extent economically feasible in the performance of this Addendum or any Purchase Order, Contractor will use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

**22. Foreign Contractor.** If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Addendum or any Purchase Order. An Purchasing Entity may withhold final payment under a

Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

**23. Independent Contractor.** Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

**24. Access to Records.** Contractor will maintain all fiscal records relating to Purchase Orders in accordance with generally accepted accounting principles and will maintain any other records relating to Purchase Orders in such a manner as to clearly document Contractor's performance thereunder. The Purchasing Entity, the State and its agencies, the Oregon Secretary of State Audits Division and their duly authorized representatives will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor will retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six years, or such longer period as may be required by applicable law following final payment and termination of this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum, whichever date is later.

## EXHIBIT NO. 2

### INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS. Coverage shall be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Purchasing Entity may request additional insurance coverage, as necessary.

**WORKERS' COMPENSATION & EMPLOYERS' LIABILITY.** All employers, including Contractor, shall provide workers' compensation insurance as required by applicable workers' compensation laws for persons performing work under this Addendum including Employers' Liability Insurance with limits not less than \$500,000 each accident. Contractor shall require and ensure that each of its subcontractors complies with these requirements.

**COMMERCIAL GENERAL LIABILITY.** Commercial General Liability Insurance covering bodily injury, death and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE.** Automobile Liability Insurance covering all owned, non-owned, or hired vehicles with a combined single limit of not less than \$5,000,000.00 for bodily injury and property damage.

**PROFESSIONAL LIABILITY.** Professional Liability insurance covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Addendum in an amount not less than \$ 1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00. If coverage is on a claims made basis, then either an extended reporting period of not less than 24 months shall be included in the Professional Liability insurance coverage, or the Contractor shall provide Tail Coverage as stated below.

**ADDITIONAL INSURED.** The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Addendum.

**TAIL COVERAGE.** If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Addendum, for a minimum of 24 months following the later of (i) Contractor's completion and DAS' acceptance of all Services required under this Addendum, or, (ii) The expiration of all warranty periods provided under this Addendum.

**CERTIFICATE(S) AND PROOF OF INSURANCE.** Contractor shall provide to DAS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as Additional Insured, specify that Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any, that all coverage shall be primary and non-contributory with any other insurance and self-insurance, and confirm that either an extended reporting period of at least 24 months is provided on all claims made policies or that tail coverage is provided. As proof of insurance DAS has the right to request copies of insurance policies relating to the insurance requirements in this Addendum.

**NOTICE OF CHANGE OR CANCELLATION.** Contractor or its insurer must provide at least 30 days' written notice to DAS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW.** Contractor agrees to periodic review of insurance requirements by DAS under this Addendum and to provide updated requirements as mutually agreed upon by Contractor and DAS.



**EXHIBIT NO. 3****CONTRACTOR DATA**

**Contractor Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION**

**Contractor Name (exactly as filed with the IRS):** \_\_\_\_\_

Street address: \_\_\_\_\_

City, state, zip code: \_\_\_\_\_

Email address: \_\_\_\_\_

Telephone: (     ) \_\_\_\_\_ Fax: (     ) \_\_\_\_\_

Contractor's taxpayer identification numbers;

Federal Tax Number \_\_\_\_\_ Oregon Tax Number \_\_\_\_\_

**Is Contractor a nonresident alien**, as defined in 26 U.S.C. § 7701(b)(1)?

(Check one box): ☐ YES ☐ NO

**Business Designation:** (Check one box):

☐ Professional Corporation

☐ Nonprofit Corporation

☐ Limited Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Sole Proprietorship

☐ Corporation

☐ Partnership

☐ Other

**EXHIBIT NO. 4****VENDOR COLLECTED ADMINISTRATIVE FEE/VOLUME SALES REPORT**

**1) Volume Sales Reports (VSRs).** Pursuant to the process defined by DAS found at: [\(insert web address\)](#), Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis. The quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Agreement, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS, Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS.

The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating “**No Sales for the Reporting Period**”.

**2) Vendor Collected Administrative Fee (VCAF).** Pursuant to the process defined by DAS and published at [\(insert web address\)](#), Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to Two Percent (2.0%) of Contractor's Gross total sales, less any credits, made to Purchasing Entities during the reporting period.

Contractor may not reflect the VCAF fee as a separate line item charge to Purchasing Entities. Contractor's prices must reflect all Contractor's charges to Purchasing Entities.

Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

**Audit.** DAS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.



**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**

[Click here to enter text.](#)

**Annual Political Subdivision Spend**

[Click here to enter text.](#)

**Total Spend**

[Click here to enter text.](#)

**State of** Rhode Island

Nancy McIntyre

**Director Name**

[Click here to enter text.](#)

**Director Phone**

Nancy.McIntyre@purchasing.ri.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)

Jonathan Nadeau

**State Point of Contact Name and Title**

401-574-8133

**Phone**

jonathan.nadeau@purchasing.ri.gov

**Email**

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

Tara Larwick

Cooperative Contract Coordinator

NASPO ValuePoint

[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



State of Rhode Island  
Department of Administration / Division of Purchases  
One Capitol Hill, Providence, Rhode Island 02908-5855  
Tel: (401) 574-8100 Fax: (401) 574-8387

NASPO ValuePoint Small Package Delivery Services  
Rhode Island Specific Terms and Conditions

Cooperative (NASPO) Participating Addendum:

Any Purchase Agreement arising from a Participating Addendum shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase (Link Attached).

Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

General Conditions of Purchase link: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

General Conditions Addendum A link: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>

Vendors must register in Ocean State Procures (OSP) before a Participating Addendum may be executed.



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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** \$655,845.07

**Annual Political Subdivision Spend** Unknown

**Total Spend** \$655,845.07

**State of** South Dakota

Steven L. Berg  
**Director Name**

605-773-3405  
**Director Phone**

steven.berg@state.sd.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)

Lisa Hubbard, Purchasing Specialist  
**State Point of Contact Name and Title**

605-773-4580  
**Phone**

lisa.hubbard@state.sd.us  
**Email**

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

Tara Larwick  
Cooperative Contract Coordinator  
NASPO ValuePoint  
[tlarwick@naspovaluepoint.org](mailto:tlarwick@naspovaluepoint.org)



**NASPO ValuePoint  
INTENT TO PARTICIPATE  
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.