

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 08/04/26

Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with United Parcel Service, Inc.Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____
Funding Source: Capital Improvement Budget
 Capital Outlay Notes
 Departmental/Agency Budget
 Funds to Metro
 General Obligation Bonds
 Grant
 Increased Revenue Sources
Match: \$ _____
 Judgments and Losses
 Local Government Investment Project
 Revenue Bonds
 Self-Insured Liability
 Solid Waste Reserve
 Unappropriated Fund Balance
 4% Fund

Other: _____ 7/20/2026 | 10:01 AM CDT

Date to Finance Director's Office: _____

Approved by OMB: Daniel Harden

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Jennine Reed/mjw**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration – Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with United Parcel Service, Inc. for express courier and ground delivery services for the Nashville Public Library.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota governmental agency, and United Parcel Service, Inc., a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Nashville Public Library but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota governmental agency, and United Parcel Service, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Michelle A. Hernandez Lane
Michelle A. Hernandez Lane
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

INTRODUCED BY:

Member(s) of Council

Jenneen Reed

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward

Assistant Metropolitan Attorney

C2026113

Monday, June 22, 2026



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? Jessica Horn

What is your department? Public Library

What is your email address? jessica.horn@nashville.gov

What is your phone number? (615) 880-2118

In addition to your department, will other Metro departments be utilizing this cooperative? Yes.

If other Metro departments will be utilizing this cooperative, list them here: Any other Metro department may utilize

How much do you estimate spending on this cooperative contract? \$100,000.00

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? Sourcewell

Who is the supplier? UPS

Is the supplier registered in iSupplier? Yes.

If yes, what is the supplier's ISN? 1604

What is the contract number?

111325-UPS

When did the contract start?

Wednesday, February 25, 2026

When does the contract end?

Monday, January 28, 2030

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Express Courier and Ground Delivery Logistics Services

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Leveraging this existing Cooperative Agreement is the most streamlined and efficient sourcing vehicle to provide Metro access to these services from UPS. For Nashville Public Library, that includes services needed for the InterLibrary Loan department within the organization, to allow patrons access to materials from participating libraries.

Upload the original contract from the lead agency.



UPS Contract 111325.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



RFP and Addendums-Express Courierpdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **express courier services from UPS via Sourcewell contract #111325-UPS** is recommended for approval.

The anticipated project value is **\$100,000.00**. The estimated savings to Metro via this cooperative are **\$22,571.00**

The cooperative was requested by the **Library**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 18 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7.5% average off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$22,571.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
6/26/2026



Cooperative Request Signature Form

Co-Op Request Number	C2026113
Date Received	6/22/2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Michelle A. Hernandez Lane *MAH*

Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

6/26/2026 | 8:17 PM CDT

Date Signed





RFP #111325
REQUEST FOR PROPOSALS
for
Express Courier and Ground Delivery Logistics Services

Proposal Due Date: November 13, 2025, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Express Courier and Ground Delivery Logistics Services to result in a procurement solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 13, 2025, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 25, 2025
Pre-proposal Conference:	October 9, 2025, 10:00 a.m., Central Time
Question Submission Deadline:	November 5, 2025, 4:30 p.m., Central Time
Proposal Due Date:	November 13, 2025, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 13, 2025, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and master agreement award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and master agreement expanding the reach of awarded suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING MASTER AGREEMENTS

In the United States, Sourcewell's master agreements are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

The following entities are listed in this solicitation to satisfy the procurement requirements of Oregon, Utah, and Virginia [[Political Subdivision List - Oregon, Utah, and Virginia](#)].

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

In Canada, Sourcewell's master agreements are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
 - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
 - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
 - Indigenous self-governing bodies;
 - Airport authorities;
 - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
 - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access master agreements for equipment, products, or services through a purchase order issued directly to the awarded supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell master agreements is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

C. INTERGOVERNMENTAL SUPPORT AGREEMENTS

Pursuant to 10 U.S.C. § 2679, United States Department of Defense authorized installations may access Sourcewell's awarded cooperative purchasing master agreements through an Intergovernmental Support Agreement with Sourcewell. All transactions completed through this Intergovernmental Support program are directly facilitated by Sourcewell and may be subject to additional terms and conditions.

II. **SOLICITATION DETAILS**

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Express Courier and Ground Delivery Logistics Services (inbound or outbound), covering all categories and methods of air and ground shipment or delivery, including:
 - a. Documents, letters, parcels, and packages;
 - b. Heavyweight, oversized, freight, and palletized items;
 - c. Regulated or controlled shipments, including but not limited to hazardous materials, biological/medical materials, perishable goods, high-value and restricted goods; and,
 - d. Products and accessorial services related to the shipment types described in 1.a. – c., including but not limited to: same-day, expedited, ground, weekend/after-hours, white-glove/inside delivery, and liftgate service.

This RFP is intended for proposers with demonstrated capacity to provide comprehensive courier and ground delivery services across the United States, Canada, or a combination of

both. Proposals from couriers limited to regional, state/province-wide, or last-mile-only distribution services **will not** be considered.

2. This solicitation does not include equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in master agreements currently maintained by Sourcewell, identified below:

- a. Vendor Managed Inventory and Logistics Management Solutions for Fleets and Facilities (RFP #090624).
- b. Mailing and Postage Equipment and Technology (RFP #070125).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting master agreement. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting master agreement.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

- 1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
- 2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE MASTER AGREEMENT TERM

The term of any resulting master agreement(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED MASTER AGREEMENT VALUE AND USAGE

Based on past volume of similar master agreements, the estimated annual value of all transactions from master agreements resulting from this RFP are anticipated to be USD 70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the master agreement(s) awarded from this RFP; however, sales and sales volume from any resulting master agreement are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any master agreement award.

G. ADDITIONAL CONSIDERATIONS

1. Master agreements will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves

the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell master agreement may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or service. Each line must indicate the proposer's published "List Price," as well as the "Master Agreement Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any master agreement resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the agreed upon price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a master agreement are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting master agreements. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. MASTER AGREEMENT

Proposers awarded a master agreement will be required to execute a master agreement with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Master Agreement reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcwell's standard master agreement terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Documents" section of the "Bid Details" page on the Sourcwell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcwell will be included in the master agreement document provided to the awarded supplier for signature.

If a proposer receives a master agreement award resulting from this solicitation it will have up to 30 days to sign and return the master agreement. After that time, at Sourcwell's sole discretion, the master agreement award may be revoked.

V. RFP PROCESS**A. PRE-PROPOSAL CONFERENCE**

Sourcwell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcwell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcwell's competitive procurement process. Information

about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcwell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcwell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcwell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcwell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcwell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcwell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcwell become a part of the RFP and will be delivered to potential proposers through the Sourcwell Procurement Portal. Sourcwell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcwell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcwell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential master agreement award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a master agreement award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 150 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcwell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcwell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcwell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcwell to award one or more master agreements to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of master agreements to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
 - a. A comprehensive selection of the requested equipment, products, or services;
 - b. A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcwell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of master agreement award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any master agreement, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals

that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for master agreements or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a master agreement if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a master agreement to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Chapter 13, after negotiations are complete, including pricing and financial data. Sourcewell considers negotiations complete upon execution of a resulting master agreement.

Proposers are explicitly cautioned not to submit any data that they consider to be confidential, proprietary, or trade secret, as such data will not be treated as confidential and will be subject to public disclosure in accordance with Minnesota law.



10/21/2025

Addendum No.1

Solicitation Number: RFP 111325

Solicitation Name: Express Courier and Ground Delivery Logistics

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is it possible to be provided a historical/forecasted volumes for the initial Minnesota award, broken out by: routed vs. on-demand; shipment categories?

Answer 1:

As of 10/21/2025, the historical volume of Master Agreement #090121 is USD 185 Million. Refer to RFP Section II. E. Estimated Master Agreement Value and Usage for an annual estimate of anticipated sales. No other detailed data (i.e. routed, on-demand, shipment categories) is collected or retained by Sourcewell.

An award(s) for RFP #111325 is not exclusive to the state of Minnesota. Sourcewell is requesting proposals to meet the various needs of its 50,000+ participating entities as a whole, across the United States and Canada, NOT individual entities' needs. The use of Sourcewell contracts is voluntary for participating entities.

Question 2:

For palletized moves requiring box trucks/liftgates, what % of MN volume do these represent?

Answer 2:

Refer to Answer 1.

Question 3:

After Minnesota, what is the expected sequence/timing for additional agencies/regions to onboard through Sourcewell? Any priority agencies (e.g., health systems, labs, DOT, water districts) we should anticipate first?

Answer 3:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities or locations. Any of Sourcewell's participating entities could use the master agreement, if applicable.

Sourcewell is requesting proposals to meet the various needs of its 50,000+ participating entities as a whole, across the United States and Canada, NOT individual entities' needs. The use of Sourcewell master agreements is voluntary for participating entities. In this competitive solicitation process, Sourcewell will not advise a proposer on the way it should submit a proposal. It is left to the discretion of each proposer to articulate and propose the approach that aligns with its business methods and satisfies the requirements of the RFP. Participating entities' unique needs, and Solutions from awarded supplier(s), will be determined if and when participating entities choose to utilize a master agreement resulting from this solicitation.

Also refer to Answer 1 and the Frequently Asked Questions (FAQ) guide posted to the Resource Materials section on the homepage of the Sourcewell Procurement Portal.

Question 4:

Do you anticipate refrigerated (2–8 °C) work? Any frozen requirements? If yes, please specify packaging responsibility, monitoring expectations, and typical lane lengths.

Answer 4:

Refer to Answer 3.

Question 5:

The RFP calls for "trained personnel." Beyond general courier best-practice training, do you require any role-specific training (e.g., HIPAA handling, chain-of-custody, HazMat awareness, blood-borne pathogens, radiopharma awareness)? Please list mandatory modules/certifications and renewal cadences.

Answer 5:

Refer to Answer 3.

Question 6:

Please estimate the % split of routed/recurring routes vs. on-demand in MN and (if known) across future agencies. This impacts whether we staff dedicated teams or regionalized boards.

Answer 6:

Refer to Answer 3.

Question 7:

Please confirm required vehicle classes (sedan/SUV, cargo van, sprinter, box truck w/ liftgate) and any minimum standards (age/mileage caps, maintenance schedule documentation). The RFP mentions “reliable vehicle management”—what documentation cadence satisfies this (e.g., quarterly PM logs)?

Answer 7:

Refer to Answer 3.

Question 8:

Should we submit separate U.S. and Canada rate bases (USD vs. CAD) in anticipation of cross-border agency usage?

Answer 8:

Refer to RFP Section III. A. 3., “All proposed pricing must be: Stated in U.S. and Canadian dollars (as applicable).” If a proposer intends to offer its solutions to Sourcewell’s Canadian participating entities it must identify its Canadian pricing.

Question 9:

Will you allow distributors/agents/subcontractors if clearly described. Are there any prohibited subcontractor types or onboarding/badging standards?

Answer 9:

It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. If a proposer may require the use of subcontractors, reference the section regarding the Requested Equipment, Products, or Services in the RFP Section II. B. "If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to participating entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve participating entities under a resulting master agreement."

In addition, refer to the Master Agreement Article 2, the way an awarded supplier provides sales or service provider updates during the contract term.

End of Addendum

Acknowledgement of this Addendum to RFP 111325, posted to the Sourcewell Procurement Portal on 10/21/2025, is required at the time of proposal submittal.



11/04/2025

Addendum No.2

Solicitation Number: RFP 111325

Solicitation Name: Express Courier and Ground Delivery Logistics

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell allow or encourage awarded primes to utilize certified small business subcontractors (DBE/MWBE/SBE/WOSB/ EDWOSB) as part of the national delivery network? If so, how does Sourcewell track and recognize subcontractor participation?

Answer 1:

Sourcewell solicitations may result in multiple contract awards. Each awarded supplier enters into its own Master Agreement with Sourcewell and is responsible for fulfilling all contractual obligations, including performance, delivery, service, reporting, and compliance.

An awarded supplier may engage authorized dealers, resellers, or subcontractors to assist in providing products, equipment, or services to participating entities. These supporting entities operate under the direction and responsibility of their respective awarded supplier.

Sourcewell does not establish direct contractual relationships with dealers, resellers, or subcontractors.

It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements included in the questionnaire tables. If a proposer may require the use of subcontractors, reference the section regarding the Requested Equipment, Products, or Services in the RFP II. B. "If Proposer

requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.”

In addition, refer to the Master Agreement Article 2, for the manner in which an awarded supplier provides sales or service provider updates during the contract term.

The use of Dealers, Resellers, or Subcontractors is also addressed in the Frequently Asked Questions (FAQ) guide posted to the [Sourcewell Procurement Portal](#) homepage under the Resource Materials section.

Question 2:

For subcontractors under awarded suppliers, is there a defined process for qualification, vetting, or Sourcewell pre-approval, or will this be managed solely through the awarded prime?

Answer 2:

Refer to Answer 1.

Question 3:

If a subcontractor provides specialized services (medical courier, specimen chain-of-custody, or hazmat), can we contract directly with participating entities under the awarded prime’s umbrella, or only through the prime?

Answer 3:

Refer to Answer 1.

Question 4:

The RFP references ‘reliable vehicle management.’ Will Sourcewell require documentation of pre-trip inspections, maintenance logs, or quarterly certifications for all vehicles used, including subcontracted assets?

Answer 4:

Refer to Addendum 1, Answer 3.

Question 5:

We are a certified DBE/MWBE/SBE/ WOSB/ EDWOSB provider specializing in compliance-driven courier services. What steps can small, certified logistics firms take now to position themselves as qualified subcontractors under the awarded supplier network for RFP #111325?

Answer 5:

Refer to Answer 1.

Question 6:

For smaller providers partnering with larger primes, how should coverage area and vehicle type capabilities (sedan, van, box truck, refrigerated) be presented to align with Sourcewell's evaluation criteria?

Answer 6:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their capabilities and capacity to meet the intended scope of work. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

Question 7:

Does Sourcewell have preferred routing, tracking, or proof-of-delivery platforms for visibility, or can suppliers and subcontractors propose their own systems (e.g., Onfleet, LogiNextDriver, or proprietary apps)?

Answer 7:

Refer to Answer 6.

Question 8:

For specialized shipments such as medical specimens, IT equipment, or hazmat materials, will Sourcewell require documented training for OSHA, HIPAA, Bloodborne Pathogens, and TSA Indirect Air Carrier Safety Program (IACSSP) Change 10?

Answer 8:

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

Question 9:

Does Sourcewell require the prime or subcontractor to maintain individual safety and risk management plans, or will one plan under the awarded supplier suffice?

Answer 9:

Refer to Answer 1.

Question 10:

Are subcontractors expected to maintain the same insurance limits as the awarded supplier (e.g., \$1M auto liability, cargo, and general liability), or will Sourcewell permit scaled coverage proportional to route type and cargo value?

Answer 10:

Refer to Answer 1.

An awarded supplier will be expected to carry the insurance coverage as stated in the Master Agreement, Article 2, 22. upon execution. To identify any exception, or to request any modification, to Sourcewell's standard terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Question 11:

Since pricing is heavily weighted in the evaluation, does Sourcewell consider additional compliance or chain-of-custody services as 'value-added' components eligible for scoring points in the pricing or service categories?

Answer 11:

Refer to Answer 6.

Question 12:

Will Sourcwell allow all-inclusive, flat-rate pricing models that incorporate fuel and tolls, or should suppliers match Prime's variable surcharge model structure?

Answer 12:

Refer to Answer 1.

In the competitive process, Sourcwell will not advise a proposer on the content of the proposal. Each proposer, in its discretion, will determine and articulate the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP. All proposed pricing must be clearly understandable, complete, and fully describe the total cost of acquisition. Proposals are evaluated based on the criteria stated in the RFP.

Question 13:

If refrigerated or frozen delivery needs arise (2–8°C or below 0°C), will Sourcwell require active temperature monitoring and digital chain-of-custody verification, or will prime discretion apply?

Answer 13:

Refer to Addendum 1, Answer 3.

Question 14:

What KPIs will Sourcwell require from suppliers (and subs) — e.g., on-time delivery %, incident rate, response time, or complaint resolution metrics?

Answer 14:

KPIs or performance standards allow a proposer to describe any minimum or targeted performance standard applicable to their proposed solutions. The questionnaire/specification tables provides the opportunity for a proposer to describe examples of service standards or guarantees such as policies, metrics, or KPIs.

Question 15:

How often are performance reports or compliance audits expected from awarded suppliers and subcontractors — monthly, quarterly, or annually?

Answer 15:

Refer to Master Agreement, Article 2, sections 4 – 11, for additional detail. Periodic business reviews between an awarded supplier and Sourcewell will cover sales to participating entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

Question 16:

For entities handling sensitive medical or IT data, what level of data encryption and record retention is required by Sourcewell for proof of delivery, GPS tracking, and HIPAA compliance?

Answer 16:

Refer to Answer 8.

Question 17:

Once awarded, how can subcontractors engage with Sourcewell's 50,000 participating entities to promote local service adoption and cooperative utilization of the national master agreement?

Answer 17:

Refer to Answer 1.

Question 18:

Sourcewell awards points for a marketing and outreach plan — will subcontractor outreach and local engagement initiatives (such as community partnerships, WBENC or MWBE outreach) be recognized in this scoring category?

Answer 18:

Refer to Answer 1.

It is left to the discretion of each proposer to articulate and propose the marketing plan that aligns with their business methods and satisfies all the requirements of RFP 2.B. Marketing Plan. The solicitation is a competitive process and proposals are evaluated on the criteria stated in the RFP.

Question 19:

If subcontractors are engaged mid-contract, will their terms automatically align with the master agreement's initial four-year term and extensions?

Answer 19:

Refer to Answer 1.

Question 20:

Table items 64 and 65 refer to freight delivery and shipping additional cost and terms. Does the term Freight refer to less than truckload palletized freight or small package shipments?

Answer 20:

Refer to Answer 6.

End of Addendum

Acknowledgement of this Addendum to RFP 111325, posted to the Sourcewell Procurement Portal on 11/04/2025, is required at the time of proposal submittal.



MASTER AGREEMENT #111325
CATEGORY: Express Courier and Ground Delivery Logistics Services

SUPPLIER: United Parcel Service, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and United Parcel Service, Inc., an Ohio corporation located at Glenlake Parkway NE, Atlanta, GA 30328 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction. For the purposes of this Contract, non-profit, non-government entities, and entities located in Canada may not have access to this Contract.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcwell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 28, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcwell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcwell retains the right to consider additional extensions as required under exceptional circumstances, and upon mutual agreement between the parties.
- 6) **Survival of Terms.** Notwithstanding the expiration or termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the expiration or termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #111325) to Participating Entities. In-scope solutions include:
 - a) Documents, letters, parcels, and packages;
 - b) Heavyweight, oversized, freight, and palletized items;
 - c) Regulated or controlled shipments, including but not limited to hazardous materials, biological/medical materials, perishable goods, high-value and restricted goods; and,
 Products and accessorial services related to the shipment types described in 7) a) – c), including but not limited to: same-day, expedited, ground, weekend/after-hours, white-glove/inside delivery, and liftgate service
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement. Supplier rates established under this Contract will be effective for a Participating Entity, which includes Sourcwell, no sooner than three weeks after the date the Supplier's "UPS Customer Agreement" for procurement of services under this Contract is fully executed and delivered to Supplier by the Participating Entity. All services under this Contract are subject to the Supplier's service offering to the general public at the time of shipping. Supplier's pricing under this contract is for base transportation rates. All other charges and fees that may apply can be found on the Supplier's Rate and Service Guide, in effect at the time of shipping and are updated periodically.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities.

12) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

13) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

14) Debarment and Suspension. Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. Supplier is entitled to an annual 3% increase to the transportation rates, up to the amount allotted by either the Consumer Price Index (CPI) or Producer Price Index (PPI), at Supplier's election. For the avoidance of doubt, the entitled 3% annual increase must be submitted through the Price and Product Change process for documentation purposes. At a minimum, the request must:
- Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, product addition or deletion, The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 2) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 3) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 4) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 5) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 6) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities

utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 7) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 8) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 9) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 10) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 11) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- 12) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 13) **Waiver.** Failure by either party to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 14) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 15) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

- 16) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 17) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

Intentionally Omitted.

- 18) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term within any transaction documents.
- 19) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 20) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
- \$1,000,000 each occurrence Bodily Injury and Property Damage
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate

- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

Waiver of Subrogation. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- d) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 21) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 22) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Additional terms and conditions to a purchase order, or other required transaction documentation, may be

negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. For any orders made pursuant to this Contract, the terms and conditions set forth in the Supplier's Rate and Service Guides and The UPS Tariff/Terms and Conditions of Service (collectively "Supplier's Small Package Terms and Conditions") in effect at the time of shipping are each incorporated by this reference. The Supplier's Rate and Service Guide and UPS Tariff/Terms and Conditions of Service are periodically updated and are available at www.ups.com and local UPS offices. Any conflict among the contract documents will be resolved giving precedence in the following order, highest to lowest: 1) The terms set out in Articles 1-3 of this Contract; 2) Supplier's Small Package Terms and Conditions; 3) Supplier's Proposal, and 4) the Solicitation.

Additional terms and conditions will only be incorporated by express agreement in a writing signed by Supplier and Supplier's consent to additional terms and conditions will not be evidenced by the fulfillment of orders. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract..

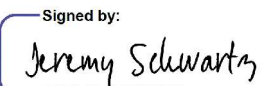
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

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Additional Terms and Conditions Permitted. Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

Sourcewell

United Parcel Service, Inc. dba UPS

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/25/2026 | 3:12 PM CST

DocuSigned by:

D1D5D58089C3458...

By: _____
Benito "Ben" Pena
Title: Enterprise Account Executive
Date: 2/25/2026 | 1:03 PM CST

RFP 111325 - Express Courier and Ground Delivery Logistics

Vendor Details

Company Name: United Parcel Service

Does your company conduct business under any other name? If yes, please state: UPS Supply Chain Solutions

Address: 55 Glenlake Pkwy NE
Atlanta, Georgia 30328

Contact: Benito Pena

Email: benitopena@ups.com

Phone: 210-213-7462

Fax: 210-213-7462

HST#: 36-2407381

Submission Details

Created On: Monday October 13, 2025 12:09:56

Submitted On: Thursday November 13, 2025 14:43:27

Submitted By: Benito Pena

Email: benitopena@ups.com

Transaction #: 30cf3841-2f11-40d2-a983-99685467dbf6

Submitter's IP Address: 147,243,178,138

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	United Parcel Service, Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	UPS UPS Supply Chain Solutions, Inc. United Parcel Service, Inc. an Ohio Company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	0T5W7	*
5	Provide your NAICS code applicable to Solutions proposed.	481112	
6	Proposer Physical Address:	55 Glenlake Pkwy NE, Atlanta, GA 30328	*
7	Proposer website address (or addresses):	www.ups.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Benito "Ben" Pena, Enterprise Account Executive 55 Glenlake Pkwy NE, Atlanta, GA 30328 benitopena@ups.com 210-213-7462	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Benito "Ben" Pena, Enterprise Account Executive 55 Glenlake Pkwy NE, Atlanta, GA 30328 benitopena@ups.com 210-213-7462	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ferdinand "Yogi" Williams, Government Sales Manager 55 Glenlake Pkwy NE, Atlanta, GA 30328 fwilliamsjr@ups.com 346-907-7367	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Since 1907, UPS has strived to build a dynamic network to meet our customers' delivery logistics requirements. Operating in more than 200 countries and territories, UPS is committed to moving our world forward by delivering what matters. Beginning as a small messenger service started by enterprising teenagers and a \$100 loan, UPS and its approximately 490,000 UPSers around the globe are a transportation and logistics leader, offering innovative solutions to customers, big and small. UPS understands and appreciates its responsibility to help build safer, stronger and more resilient communities founded on economic opportunity for all, supported by a healthy, sustainable global environment. UPS has grown into a \$91.1 billion corporation by meeting our customers' delivery logistics requirements, building a comprehensive global infrastructure, and continuously advancing our technological capabilities. Headquarters located in Atlanta, UPS has a proven history of serving our customers in ever-changing environments due to our embrace of innovation both internally and externally. The foundation of UPS's business stems from our reputation for operational excellence. UPS effectively manages the flow of goods, funds, and information throughout more than 200 countries and territories worldwide. In carrying out our purpose, we're driven by an unwavering commitment to our values: trust, responsibility, excellence and integrity. • Trust: We're determined people, working together. Collaborating with each other, our customers and our communities leads to shared success and meaningful results. • Responsibility: We focus relentlessly on the future. We're reliable problem solvers who embrace new ideas and take smart risks to unlock value and build a better tomorrow. • Excellence: Our service to our customers, people and communities is unmatched. We aim to exceed expectations in everything we do. • Integrity: We deliver what we promise with honesty and transparency – every day, in every way. We're committed to doing what's right, even when it's hard. Our UPS Executive Leadership Team, and all UPSers, are writing the next chapter of this great company. We are guided by our strategy, Customer First, People Led, Innovation Driven, as we transform nearly every aspect of our business. A better not bigger framework guides our focus on innovative, customer-first solutions in high-growth areas. As a global logistics leader, we understand and appreciate our responsibility to help build safer, stronger and more resilient communities founded on economic opportunity for all. • Customer First is about providing a frictionless customer experience. By focusing on what matters most to our customers – speed and ease – we aim to provide the best digital experience powered by our global smart logistics network. We track our progress in this area through improvements in our net promoter score. • As a People Led organization, we're guided by the purpose of moving our world forward by delivering what matters. We're modernizing our strong values-based culture and encouraging our people to bring their authentic selves to work – making UPS a place they enthusiastically recommend to friends and family. We measure our success on this strategic initiative through improvements in likelihood to recommend. • Innovation Driven is about taking a more disciplined approach to capital allocation, driving more productivity from the assets we own and improving U.S. revenue quality to generate better bottom-line results. We are using world-class technology and ingenuity to make productivity a virtuous cycle and achieve operational excellence. We track our progress on this element by measuring improvements in return on invested capital.
12	What are your company's expectations in the event of an award?	UPS is elated to continue the longstanding relationship with Sourcewell. UPS will continue to provide solutions and value to Participating Entities and create enhancements based on the past experiences as it does with all customers. UPS will work with potential Participating Entities and position the benefits of the Sourcewell agreement. UPS expects to enhance its current list of Participating Entities utilizing UPS marketing strategies.
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	UPS takes a balanced, financially disciplined approach that generates long-term value for shareowners. Our strong credit rating gives us the flexibility to pursue strategic growth opportunities and continuously invest in our industry-leading delivery network. UPS is the world's premier package delivery company and a leading provider of global supply chain management solutions. We operate one of the largest airlines and one of the largest fleets of alternative fuel vehicles under a global UPS brand. We deliver packages each business day for 1.6 million shipping customers to 10.1 million delivery customers in over 200 countries and territories. In 2024, we delivered an average of 22.4 million packages per day, totaling 5.7 billion packages during the year. Total revenue in 2024 was \$91.1 billion. This is important to both Sourcewell and its members alike in that our financial stability means that UPS is positioned to be your long-term partner. This also provides reassurance that UPS will be able to sustain a prosperous and profitable long-term professional partnership. For more detailed information regarding UPS's financial strength, please visit our investor relations site at: https://investors.ups.com/company-profile/annual-reports The following are additional highlights to consider: • In 2024 we continued to generate strong results that position us for profitable growth. UPS generated excellent cash flow, with cash from operations of \$10.1 billion and free cash flow of \$6.3 billion. • We invested \$3.9 billion in capital expenditures and approximately \$1.3 billion was spent related to projects which support our environmental sustainability goals. • Returned \$5.9 billion to shareowners, consisting of \$5.4 billion in cash dividends and \$500 million in share repurchases.
14	Tell us your US market share for your proposed Solutions.	As a publicly traded Fortune 500 company UPS serves a large segment of commercial business and government entities. We consider market-share data proprietary and therefore cannot share this information. We can provide volume numbers for 2024 that could help in your review. • Global daily average delivery volume - 22.4 million packages and documents. • U.S. daily average delivery volume 19.2 million packages and documents. • International daily average delivery volume 3.2 million packages and documents.
	OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.	

15	Tell us your Canadian market share for your proposed Solutions. OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.	As a publicly traded Fortune 500 company UPS serves a large segment of commercial business and government entities. We consider market-share data proprietary and therefore cannot share this information. We can provide additional facts that could help in your review. • Approximately 1,200 (The UPS Store Canada® locations, authorized shipping outlets, customer centres and UPS Access Point® locations) • 67 facilities in Canada, 2.6 million sq. ft. of space • Over 3,000 (package cars, tractors, trailers and shifters) of which more than 24% run on alternative fuels. • Daily Flights • Intra - Canada: 76 • International: 120	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	UPS has not filed for bankruptcy protection within the past seven years.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) For the purpose of this RFP UPS is a service provider with 100% of our sales and service force being UPS employees.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	UPS has obtained the necessary licenses and certifications to provide the UPS Services submitted in this proposal. UPS collaborates with state and federal governments to ensure compliance in transportation requirements.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	UPS has not been suspended or debarred during the past 7 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	UPS has received numerous awards and recognition over the last 5 years that are too extensive for a brief mention. Below is a partial list of 2024 and 2025 awards. The complete list can be found at https://about.ups.com/us/en/newsroom/awards-and-recognition.html 2025 • UPS ranked No. 1 in the shipping and delivery services category on Newsweek's America's Best of the Best. • UPS ranked No. 1 in the Transport, Logistics & Packaging category on Newsweek's Most Trustworthy Companies in America. • UPS named to Fortune World's Most Admired Companies list. • The UPS Store ranks No. 1 on Forbes' Best Customer Service list. 2024 • UPS named Most Valuable Logistics Brand by Brand Finance. • UPS recognized as Best Company to Work For by Women's Choice Award. • UPS ranked No. 1 in the shipping and delivery services category on Newsweek's America's Best of the Best. • UPS presented the Corporate Social Responsibility Impact of the Year Award by The Georgia Hispanic Chamber of Commerce (GHCC).	*
21	What percentage of your sales are to the governmental sector in the past three years?	All government sales represent approximately 1% of UPS total revenue.	*
22	What percentage of your sales are to the education sector in the past three years?	Public education institutions in addition to some private institutions are included in government sales figure provided in question #21.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	While UPS does not share one customer's information with another customer, we do see the value in cooperatives and are currently engaged with other select cooperatives which have members in various areas of government and education. Some of this information may be public and readily available to Sourcwell through independent market research.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	The responding UPS entity does not currently hold any contracts directly with GSA. The only contracts that the responding entity has are small package contracts with Sourcwell and the National Association of State Procurement Officials (NASPO).	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
While UPS does not share one customer's information with another customer, as the incumbent carrier UPS has a proven track record of providing industry leading service to Sourcewell's Participating Entities throughout our longstanding relationship. As such we would rely on existing Sourcewell Participating Entity' s data that is readily available to Sourcewell.	.	.	*
While UPS does not share one customer's information with another customer, as the incumbent carrier UPS has a proven track record of providing industry leading service to Sourcewell's Participating Entities throughout our longstanding relationship. As such we would rely on existing Sourcewell Participating Entity' s data that is readily available to Sourcewell.	.	.	*
While UPS does not share one customer's information with another customer, as the incumbent carrier UPS has a proven track record of providing industry leading service to Sourcewell's Participating Entities throughout our longstanding relationship. As such we would rely on existing Sourcewell Participating Entity' s data that is readily available to Sourcewell.	.	.	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. **Your response should address in detail at least the following areas:** locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force (see directions above).	UPS has invested a great amount of resources to ensure the individuals that lead our salesforce are highly capable and experienced. It's the job of the UPS salesforce to deliver insight and value rather than sales pitches to Participating Entities. Enterprise Account Executive Benito "Ben" Pena is the primary contact for the Sourcewell staff and an internal champion for Participating Entities at UPS. Ben brings 12 years of sales experience in UPS service and solutions and over 20 years of work experience in government/educational entities. Ben Pena's government team consists of an Inside Sales group and geographically located Account Executives. Currently, UPS accounts numbers with an annual spend over a certain threshold will be assigned a local Account Executive to oversee the account while UPS accounts with an annual spend under the established threshold will be assigned an Inside Sales Rep that will oversee the account. The sales force is supported by sales training and resources which help provide insight when working with commonwealths, states, agencies, local governments, and institutions of higher education. The UPS sales force is also supported by industry experts and specialists with expertise in international shipping, hazardous materials, and other logistics and distribution services. UPS is positioned to offer nationwide commercial insight and provide Participating Entities with services and support. Sourcewell Government Sales Team Benito "Ben" Pena – Enterprise Account Executive (EAE) Ferdinand "Yogi" Williams – Government Sales Manager Inside Sales Enterprise Account Executives Inside Sales Account Representatives	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	UPS government sales is marketed and sold by UPS employees exclusively. This agreement and its benefits are not available to any external group for marketing or selling.	*
28	Service force (see directions above).	UPS has an operational footprint that is able to provide Participating Entities with the best service in the industry. As of 2024, UPS has more than 16,000 Access Points in the United States, which includes 5,300 UPS Stores. UPS also has over 17,000 drop box locations and approximately 1,800 operating centers. We have approximately 490,000 employees of which 406,000 are in the U.S. and 84,000 are located internationally. UPS provides service support that is one click away: https://www.ups.com/us/en/help-center/contact.page. Participating entities also have access to the Preferred Customer Engagement Group.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	In order to access the offered incentives, Participating Entities will need to create an account with UPS, identify the participating addendum under which they are shipping and confirm eligibility. If a participating addendum is not identified the customer will be required to sign one. UPS can accommodate the use of purchase orders but will not be subject to any additional terms and conditions contained in those purchase orders unless expressly agreed in writing as evidenced by a signature. UPS rejects any attempts to show agreement through the fulfillment of orders and all such attempts must be deemed null and void under any resulting contract with Sourcewell. Once an account has been established and aligned to the incentives under the resulting contract, shippers have multiple options for placing individual orders. UPS's technology solutions are available to increase efficiencies for customers in their use of paid transportation services that are the focus of this solicitation. Use of UPS technology solutions are subject to terms and conditions applicable to the solution used, in effect at the time of shipping. Sourcewell members can utilize UPS.com shipping to print UPS labels from a secure online environment: • Web-based shipping system allows anyone in your company to ship from anywhere. • Process UPS package shipments using a single application to obtain a rate quote, schedule pickups, process paperless trade documentation and track shipments. • Simplify shipping with shipping preferences and the UPS address book. • Export your history to integrate with other systems. • No software or setup required. • Ship using a UPS account, credit card, debit card or PayPal® account. • Batch file shipping lets you create up to 250 UPS shipments with a single file upload. Sourcewell members can utilize UPS CampusShip to gain control and reporting of your employees' shipping activities in a secure environment, controlled by an administrator: • A web-based shipping system that allows anyone in your company to ship or track from anywhere while providing complete visibility and control to the shipping decision-maker. • Process UPS package shipments using a single application to obtain a rate quote, schedule pickups, process paperless trade documentation and track shipments. • Ship UPS small package and international shipments using a shared address book for multiple users. • Export your history to integrate with other systems. • No software required. • Batch file shipping lets you create up to 250 UPS shipments with a single file upload. • Visit UPS CampusShip at ups.com, contact your local representative or call 1-800-PICK-UPS (1-800-742-5877). Sourcewell members can utilize UPS Worldship, a Full-featured Windows®-based software for customers with high-volume shipping needs: • Process UPS package shipments using a single application to obtain a rate quote, schedule pickups, process paperless trade documentation and track shipments. • Choose from several options for inputting shipment data, ranging from manual entry to fully automated, hands-free shipping. • Streamline shipment processing by customizing default settings to match your shipping preferences. • Connect WorldShip software to your accounting and customer service systems for seamless cross-functional communication. • Create custom labels with your company logo or promotional information. • Batch file shipping lets you create up to 250 UPS shipments with a single file upload. UPS Developer Kit – a Suite of Application Programming Interfaces (APIs) that provides your programmers and integrators flexibility when integrating UPS shipping functionality directly into your business systems and websites. APIs improve efficiencies through automation of business processes: • Utilize XML and web services technologies. • Give you access to as many UPS services as you choose. • Other UPS Developer Kit APIs include Address Validation, Locator (and Plugin), Pickup, Quantum View,® Rating, Tracking, Time in Transit and UPS TradeAbility.® • For detailed information on APIs, please visit the UPS Developer Portal UPS Ordering - For detailed information for updated shipping / ordering solutions, please visit the UPS Rate and Service Guide in effect at the time of shipping.
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30	Describe in detail the process and procedure of your customer service and issue-resolution program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	UPS will provide Sourcewell and its members with a phone number and email to our Preferred Customer Group for customer service and issue resolution. For urgent matters we recommend calling our Preferred Customer Group for immediate assistance, while emailing them for non-urgent situations. Quality and performance are important factors when making your decisions regarding vendors. Many view UPS's operational organization as "best in class", and our own internal quality system is widely recognized for its effectiveness. To satisfy our customers every day, a superior organizational system is critical. UPS is dedicated to our vision and strategy Customer First, People Led and Innovation Driven. Customer First is about providing a frictionless customer experience. By focusing on what matters most to our customers – speed and ease – we aim to provide the best digital experience powered by our global smart logistics network. We track our progress in this area through improvements in our net promoter score. Our Corporate Quality Policy states: "We serve our customers through a total commitment to service excellence and customer satisfaction. With this commitment, we will ensure quality products and services to both our internal and external customers. Through the involvement of our people, we will continuously improve our products, processes, and systems with teamwork, innovation, and leadership." We have consistently been a leader in process improvement. Our companywide standards for operational efficiency and quality remain a benchmark in our industry. UPS maintains a customer Help and Support Center page. This page contains frequently asked questions and answers, along with links to support in different areas. Sourcewell members are able to access this site and find information to assist with UPS situations.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	UPS has the service and substantial operations to support Participating Entities across the United States and across the globe. UPS provides reliable, on time guaranteed delivery to business and residential addresses across the globe. As of 2024, UPS has more than 1,800 operating centers in the U.S., over 490,000 employees and approximately 135,000 package cars, vans, tractors, motorcycles, including more than 19,000 alternative fuel and advanced technology vehicles. UPS has the capacity and experience to provide US domestic and international door-to-door express small package air services covering interstate, intrastate and international service. The UPS network is extremely flexible and convenient for Sourcewell customers. Packages in our system range from individual letters up to packages weighing 150 lbs. All packages in the UPS system are bar-coded and scanned as the packages travel through our system. Tracking information is available to shippers on our website at www.ups.com. Packages can be tracked via a number of methods, and UPS offers tools, under specific terms and conditions, that provide our customers with proactive visibility over all of their shipments. UPS has a long history of driving innovations that propel its business and bring industry-leading solutions to logistics. UPS understands the performance expectations, deliverables, and outcomes of this RFP. We are ready to meet and exceed these requirements with our comprehensive portfolio which offers competitive guaranteed, time-definite delivery options. Our account management approach leverages best practices to ensure the timely implementation and on-going support of our services. Our quality assurance practices position us well to meet and exceed Sourcewell service requirements. Finally, our experience allows us to understand your needs and in turn be a formidable partner with Sourcewell.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	For the purposes of this RFP and due to limited information regarding Canadian opportunity, our response does not provide access to Canadian based Sourcewell members. However, UPS does have origin Canada capabilities. Services in Canada are available outside of this Sourcewell Contract at the published rates and are subject to Supplier's service offering to the general public, in effect at the time of shipping, located on the updated UPS® Canada Rate & Service Guide - https://www.ups.com/assets/resources/media/en_CA/rate_guide_ca.pdf.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	For the purposes of this RFP and due to limited information regarding opportunity, our response does not provide access to Sourcewell members outside the continental United States. However, UPS does have capabilities to service outside of the continental United States. Services in Alaska, Hawaii, and US territories are available for Participating Entities outside of this Sourcewell Contract at the published rate and are subject to Supplier's service offering to the general public, in effect at the time of shipping, located on the updated UPS Rate & Service Guide, https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf and the UPS Rate and Service Guide Alaska & Hawaii - https://www.ups.com/assets/resources/media/en_US/ak_hi_rates.pdf. UPS is open to future discussions on business outside of the continental United States. For the purposes of this RFP and due to limited information regarding Canadian opportunity, our response does not provide access to Canadian based Sourcewell members. However, UPS does have origin Canada capabilities. Services in Canada are available outside of this Sourcewell Contract at the published rates and are subject to Supplier's service offering to the general public, in effect at the time of shipping, located on the updated UPS® Canada Rate & Service Guide - https://www.ups.com/assets/resources/media/en_CA/rate_guide_ca.pdf.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	UPS will not be servicing retail/profit-based firms or non-profit, non-government organizations via this Sourcewell agreement. Third parties shall not benefit from the incentivized rates under this agreement.	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For the purposes of this RFP and due to limited information regarding opportunity, our response does not provide access to Sourcewell members outside the continental United States. However, UPS does have capabilities to service outside of the continental United States. Services in Alaska, Hawaii, and US territories are available for Participating Entities outside of this Sourcewell Contract at the published rate and are subject to Supplier's service offering to the general public, in effect at the time of shipping, located on the updated UPS Rate & Service Guide, https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf and the UPS Rate and Service Guide Alaska & Hawaii - https://www.ups.com/assets/resources/media/en_US/ak_hi_rates.pdf . UPS is open to future discussions on business outside of the continental United States.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	UPS will not be servicing retail/profit-based firms or non-profit, non-government organizations via this Sourcewell agreement. Third parties shall not benefit from the incentivized rates under this agreement.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	UPS Internal Communication • Upon announcement of a signed award, UPS will distribute a nationwide announcement to all sales resources responsible for Sourcewell member accounts to inform them of the newly signed agreement. UPS External Communication • UPS will promote the agreement on the UPS Local Government industry solutions page, https://www.ups.com/us/en/support/shipping-support/local-government-shipping. This site contains links that provide information for technology solutions, as well as a link to the UPS landing page on the Sourcewell website. • UPS salesforce will promote the benefits of this agreement to prospective entities.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	UPS understands the importance and effectiveness of social media engagement in relaying the value of UPS to its customers. As such we utilize social media to promote relevant solutions as well as client content to our broader audience. UPS can utilize our social media channels to promote this agreement, if deemed applicable.
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	UPS feels Sourcewell's role in promoting the contract is the following: • Provide continued guidance to ensure that the vendor relationship is one of service to the membership. • Provide insight of the best way to support and serve the members. • Forward all member request to UPS for proper alignment to the Sourcewell benefits. • UPS will distribute a nationwide announcement to all sales resources responsible for Sourcewell member accounts to inform them of the newly signed award. • UPS salesforce will promote the Sourcewell agreement when engaging with prospective customers.
40	Are your Solutions available through an e-Procurement or e-Commerce ordering process? If so, describe your system(s) and provide one (1) example of how governmental and educational customers have used them.	UPS's technology solutions are available for Sourcewell members to utilize in ordering transportation services that are the focus of this solicitation. Use of UPS technology solutions are subject to terms and conditions applicable to the solution used, in effect at the time of shipping. Sourcewell members can utilize UPS.com shipping to Print UPS labels from a secure online environment: • Web-based shipping system allows anyone in your company to ship from anywhere. • Process UPS package and freight shipments using a single application to obtain a rate quote, schedule pickups, process paperless trade documentation and track shipments. • Simplify shipping with shipping preferences and the UPS address book. • View history, track and reprint your Air Freight and UPS Worldwide Expedited® Ground Freight waybill from one page. • Export your history to integrate with other systems. • No software or setup required. • Ship using a UPS account, credit card, debit card or PayPal® account. Sourcewell members can utilize UPS CampusShip to Gain control and reporting of your employees' shipping activities in a secure environment, controlled by an administrator: • A web-based shipping system that allows anyone in your company to ship or track from anywhere, but gives complete visibility and control to the shipping decision-maker. • Process UPS package and freight shipments using a single application to obtain a rate quote, schedule pickups, process paperless trade documentation and track shipments. • Ship UPS small package, freight and international shipments using a shared address book for multiple users. • Export your history to integrate with other systems. • No software required. • Visit UPS CampusShip at ups.com, contact your local representative or call 1-800-PICK-UPS (1-800-742-5877). Sourcewell members can utilize UPS WorldShip, a Full-featured Windows®-based software for customers with high-volume shipping needs: • Process UPS package and freight shipments using a single application to obtain a rate quote, schedule pickups, process paperless trade documentation and track shipments. • Choose from several options for inputting shipment data, ranging from manual entry to fully automated, hands-free shipping. • Streamline shipment processing by customizing default settings to match your shipping preferences. • Connect WorldShip software to your accounting and customer service systems for seamless cross-functional communication. • Create custom labels with your company logo or promotional information. UPS Developer Kit – a – Suite of Application Programming Interfaces (APIs) that provides your programmers and integrators flexibility when integrating UPS shipping functionality directly into your business systems and websites. APIs improve efficiencies through automation of business processes: • Utilize XML and web services technologies. • Give you access to as many UPS services as you choose. • Other UPS Developer Kit APIs include Address Validation, Locator (and Plugin), Pickup, Quantum View,® Rating, Tracking, Time in Transit and UPS TradeAbility.®

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.	TRAINING AND SUPPORT Participating Entities have access to several UPS supplied shipping and visibility solutions that enable them to save time and improve their business processes. UPS's technology solutions are available to increase efficiencies for customers in their use of paid transportation services that are the focus of this solicitation. Use of UPS technology solutions are subject to terms and conditions applicable to the solution used, in effect at the time of shipping. As a part of implementation, the UPS team will guide users to the appropriate UPS solutions and, where necessary, provide the required training. While most of UPS technology solutions are intuitive and easy to use, the following are some examples of how training for core UPS solutions may be administered: • Online - UPS.com is a great resource for learning how to use UPS services and tools. The UPS Help and Support Center provides help for Participating Entities. - Help and Support Center UPS - United States • UPS YouTube Channel - another great resource for learning how to use UPS services and tools. www.youtube.com/ups • Live Chat/Phone/email Support - In the event the answer you are seeking is not located online, Participating Entities can contact dedicated support to assist. Options include Live Chat, phone support or email support. • UPS Hazardous Materials Support Center at 1-800-554-9964.
42	Describe any technological advances that your proposed Solutions offer.	UPS's technology solutions are available to increase efficiencies for customers in their use of paid transportation services that are the focus of this solicitation. Use of UPS technology solutions are subject to terms and conditions applicable to the solution used, in effect at the time of shipping. UPS is proud of its technology investments to create user-friendly shipping, ecommerce, logistics management and visibility tools for our customers while supporting UPS's ongoing efforts to increase operational efficiencies. UPS leads the industry with technology solutions that benefit UPS customers and UPS operations. Below are some examples of UPS customer and operational advancements. UPS has many advanced technology offerings for automating shipping, tracking, web development tools and access point locating tools, to name a few. What is important to Participating Entities is that as a part of implementation, the experienced UPS team has guided current users to the appropriate UPS solutions for the task at hand. New contract users will also be guided in the same professional manner. Explore how UPS insights, technology and solutions can help you navigate the changing needs of urgent deliveries, from timelines to chain of custody. Below is a select list of UPS Technology Solutions. SHIPPING: See question 40 for description of technology. • UPS.com Internet Shipping • UPS CampusShip • UPS WorldShip • UPS API Development TRACKING: • Quantum View MANAGE - provides in essence a dashboard for immediate control for different essential aspects of logistics: the obvious outbound view, but also an inbound view, a third party View (when the shipper allows third parties to use an account number that belongs to the customer with Quantum View) and a very important and rich import view. • Quantum View NOTIFICATION - Quantum View Notify empowers both shippers and receivers of UPS shipments to request that UPS send an email or text message about important events related to a shipment. Notifications may be requested either at the time a shipment is processed (using a compatible shipping solution like UPS Web Shipping, UPS CampusShip®, UPS WorldShip® or after, using Tracking on UPS.COM and Quantum View Manage®. Quantum View Notify is an email notification. • Quantum View DATA - that allows a customer to download all visibility data (more than 130 data elements) on regular timeframes for further analysis or integration in other applications. You find a complete overview of all data elements here. BILLING: • The UPS Billing Center is a secure, online application that lets you quickly and easily view your UPS invoices, make payments, generate reports and more, all from your favorite device.
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our corporate governance practices are the foundation for our commitment to being an ethical and responsible global business. We have a long-standing commitment to sustainability, rooted in efficiency and being a good steward of our planet and communities. Sustainability is not just a promise, it's an action plan. We have a responsibility to put sustainability at the core of our operations. Driven by integrity, UPS remains focused on making credible, purposeful changes. UPS powered our global facilities with 15% renewable electricity and a whopping 30% of our ground fuel came from alternative sources. We're very close to reaching our 2025 goals for 25% renewable electricity and 40% of alternative fuel use – a milestone on our way to reach carbon neutrality by 2050! UPS is investing in cutting-edge technology at its facilities to handle heightened package volumes more efficiently than ever. This upgraded capacity will increase energy usage, which is why UPS is investing in additional solar energy projects and exploring other ways to ensure the company's growth is environmentally sustainable. UPS is working toward goals to reduce GHG emissions associated with its ground operations and source more electricity from renewables. UPS evaluates all new construction projects for green-building rating system implementation. UPS currently has 18 facilities that have received a green-building certification, including U.S. Green Building Council LEED, Building Research Establishment Environmental Assessment Methodology (BREEAM), and the Green Globes Standard.
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	UPS currently participates in the EPA SmartWay program which provides a voluntary, comprehensive and well-recognized system for tracking, documenting and sharing information about fuel use and freight emissions across supply chains. UPS Carbon Neutral – Our UPS Carbon Neutral service is verified by a third-party verification company. This means that you can have confidence in the UPS carbon neutral method.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	SINGLE DRIVER ADVANTAGE UPS possesses the world's largest transportation network, and UPS integrates ground and air packages. You can rest assure that when you hand a package to a UPS driver, you are tendering it to a superior network. This operational advantage allows states and their agencies to benefit from the single driver advantage, which provides great comfort through knowing there is only one operational center to work with. This advantage benefits the environment by reducing the need for additional vehicles at each location for pick-up. One UPS driver picks up all of your ground and air shipments. Shippers can also use UPS's shipping systems in order to take advantage of the Time in Transit and Cost Comparison tool to determine how much they want to pay to meet their delivery deadlines. UPS's technology solutions are available to increase efficiencies for customers in their use of paid transportation services that are the focus of this solicitation. Use of UPS technology solutions are subject to terms and conditions applicable to the solution used, in effect at the time of shipping.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
47		Minority Business Enterprise (MBE)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
48		Women Business Enterprise (WBE)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
49		Disabled-Owned Business Enterprise (DOBE)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
50		Veteran-Owned Business Enterprise (VBE)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
51		Service-Disabled Veteran-Owned Business (SDVOB)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
52		Small Business Enterprise (SBE)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
53		Small Disadvantaged Business (SDB)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.
54		Women-Owned Small Business (WOSB)	☐ Yes ☒ No	UPS is classified as a large business and represents itself accordingly.

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	Fees may apply as set forth in the Rate and Service Guide in effect at the time of shipping. While UPS standard commercial payment terms are Net 7, 30-day payment terms are available to Participating Entities under this contract. UPS does reserve the right to re-evaluate should changes be needed. Payment Options: Preferred Payment Method - ACH P-Cards (purchasing cards) / Credit Card. Credit cards can be used: • Via the UPS Billing Center • Through UPS CampusShip or UPS.com at time of shipment processing. • Through an auto-payment enrollment with UPS Billing Center. Electronic Funds Transfer • Through an auto-payment enrollment with UPS billing department. Check • Sent via mail service along with remittance stub.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	There are no leasing or financing options available for use by educational or governmental entities.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.).	Standard documents included here and are attached in the document section of this RFP response.	*
	Upload all template agreements or transaction documents which may be proposed to Participating Entities.	• Current Sourcewell Participation Addendum (PA) – Participating Entities must have a completed PA to receive the benefits of this agreement. • Current UPS Rate and Service Guide • UPS Tariff/Terms and Conditions	*
58	Do you accept the P-card procurement and payment process?	Yes, Participating Entities can utilize P-Card for payment. Fees may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	*
	If so, is there any additional cost to Sourcewell participating entities for using this process?		
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal.	In the interest of clarity, the terms “prices” and “rates” refer to the dollar amounts to be paid by Purchasing Entity for transportation services identified in the rate chart/sheet exhibit attached to this proposal; the terms “other charges and fees” refer to the dollar amounts to be paid by Purchasing Entity for value-add services and other fees and charges identified in UPS’s Rate & Service Guide, which is subject to change, in effect at the time of shipping.	*
	Upload your pricing materials (if applicable) in the document upload section of your response.		
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell is receiving a set of custom rate charts for base transportation rates and the effective incentive will vary depending on the package characteristics at the time of shipping, which include but are not limited to, origin zip code, destination zip code, weight, dimensions and service level. In the interest of clarity, the terms “prices” and “rates” refer to the dollar amounts to be paid by Purchasing Entity for transportation services identified in the rate chart/sheet exhibit attached to this proposal; the terms “charges” and “fees” refer to the dollar amounts to be paid by purchasing Entity for value-add services identified in UPS’s Rate & Service Guide, which is subject to change, in effect at the time of shipping.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	UPS’s RFP response provides very competitive pricing and as such will not be offering additional incentives or rebates to Participating Entities at this time. UPS reserves the right to modify this stance depending on market conditions.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	UPS’s RFP response only provides for standard commercial services offered under the UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service, in effect at the time of shipping.	*
	Define the costs/fees associated with “sourcing/quoting” products and related services.		
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For the purposes of this RFP response UPS defines “standard core services” as those listed in its UPS Daily Rate and Service Guide - https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf, in effect at the time of shipping. In the interest of clarity, the terms “prices” and “rates” refer to the dollar amounts to be paid by Purchasing Entity for transportation services identified in the rate chart/sheet exhibit attached to this proposal; the terms “charges” and “fees” refer to the dollar amounts to be paid by Purchasing Entity for value-add services and other charges and fees identified in UPS’s Rate & Service Guide, which is subject to change, in effect at the time of shipping.	*

64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell is receiving a set of custom rate charts for base transportation rates and the effective incentive will vary depending on the package characteristics at the time of shipping, which include but are not limited to, origin zip code, destination zip code, weight, dimensions and service level. In the interest of clarity, the terms "prices" and "rates" refer to the dollar amounts to be paid by Purchasing Entity for transportation services identified in the rate chart/sheet exhibit attached to this proposal; the terms "charges" and "fees" refer to the dollar amounts to be paid by purchasing Entity for value-add services identified in UPS's Rate & Service Guide, which is subject to change, in effect at the time of shipping. Less than truckload freight is not a component of this agreement.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For the purposes of this RFP and due to limited information regarding opportunity, our response does not provide access to Sourcewell members outside the continental United States. However, UPS does have capabilities to service outside of the continental United States. Services in Alaska, Hawaii, and US territories are available for Participating Entities outside of this Sourcewell Contract at the published rate and are subject to Supplier's service offering to the general public, in effect at the time of shipping, located on the updated UPS Rate & Service Guide, https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf and the UPS Rate and Service Guide Alaska & Hawaii - https://www.ups.com/assets/resources/media/en_US/ak_hi_rates.pdf. UPS is open to future discussions on business outside of the continental United States. Sourcewell is receiving a set of custom rate charts for base transportation rates and the effective incentive will vary depending on the package characteristics at the time of shipping, which include but are not limited to, origin zip code, destination zip code, weight, dimensions and service level. In the interest of clarity, the terms "prices" and "rates" refer to the dollar amounts to be paid by Purchasing Entity for transportation services identified in the rate chart/sheet exhibit attached to this proposal; the terms "charges" and "fees" refer to the dollar amounts to be paid by purchasing Entity for value-add services identified in UPS's Rate & Service Guide, which is subject to change, in effect at the time of shipping. Less than truckload freight is not a component of this agreement.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In addition to our drivers, UPS offers customers a wide range of pickup delivery locations through UPS drop boxes, UPS Access Points, UPS Stores and UPS Customer Centers. Customers can find local access points by calling 1-800-PICK-UPS or accessing the UPS Drop-Off Locator online at UPS.com@ . UPS offers approximately 45,000 access points - https://www.ups.com/dropoff?loc=en_US .	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Alignment - Each customer that is added to any Sourcewell agreement is also added to a database that is used to for reporting and to remit the appropriate fee. An account must be on a Sourcewell agreement in order to receive pricing and the terms and conditions of the UPS Sourcewell agreement. UPS monitors the use of the Sourcewell contract through Participating Addendums that are signed by Participating Entities at the time of entry onto the contract. Quarterly reviews are conducted to ensure accounts that UPS has Participating Addendums for are aligned correctly to the Sourcewell pricing and rebate. Reporting - When a customer account is added to any Sourcewell agreement it is also added to the corresponding billing report. UPS has processes in place to ensure that the reporting system is producing accurate reports. Once the report is completed it is sent to the UPS Sales Support Manager who performs a reasonability assessment.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Per page 5 of Sourcewell's RFP, UPS is anticipating \$70M in revenue annually. UPS will track the size and performance of the agreement based on this figure. Key metrics include average daily volume and average daily net revenue. Quarterly reports will be utilized to monitor key performance indicators.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Sourcewell will receive an administrative fee based on 1.5% of the net Transportation Charges (excluding "Additional Charges") based on eligible revenues tendered to UPS. Net Transportation Charges are defined as the rates paid by Participating Entities based upon each attached single piece custom rate chart only, excluding any "Fees" and/or "Additional Charges" as identified in the Supplier's Rate & Service Guide. The administrative fee shall be subject to the applicable shipment Minimum Net Charges, as defined in this or other agreements. For the purpose of calculating this additional incentive, the minimum net charge shall be the shortest zone one (1) pound rate as defined by service in each attached custom rate chart. The administrative fee will be administered on a quarterly basis. Within forty-five (45) days after the end of the period, UPS will issue a single check to Sourcewell representing the total amount of the fee earned, if any. ACH may be available upon request.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Sourcewell is receiving a set of custom rate charts for base transportation rates and the effective incentive will vary depending on the package characteristics at the time of shipping, which include but are not limited to, origin zip code, destination zip code, weight, dimensions and service level.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	We offer an unmatched portfolio of domestic and international services with service to every address (100% of zip codes) in the 50 states and Puerto Rico. Our comprehensive portfolio offers industry leading guaranteed, time-definite delivery options. UPS is constantly improving its portfolio to better address the needs of customers world-wide. UPS is proud to provide all commercially available services, service offerings to our government customers. Below is a list of services from our current Rate and Service Guide. UPS Next Day Air Early - Guaranteed on-time, overnight delivery on business days by 8:00 a.m. to major cities in the 48 contiguous states and by 8:30 a.m., 9:00 a.m. or 9:30 a.m. to most other cities in the U.S., including Anchorage, Alaska. Additional extended delivery locations are guaranteed up to 2:00 p.m. Optional Saturday Delivery and pickup available in select locations. UPS Next Day Air - Guaranteed on-time delivery to all 50 states and Puerto Rico by 10:30 a.m., 12:00 p.m., 3:00 p.m. or end of next business day to commercial destinations. Shipments to residential destinations are delivered by 12:00 p.m. or end of next business day.* Some limitations apply to Alaska and Hawaii. Optional Saturday pickup available for Alaska. Optional Saturday Delivery available. UPS Next Day Air Saver - Guaranteed on-time delivery to commercial destinations within the 48 contiguous states by 3:00 p.m. or 4:30 p.m. the next business day. Shipments to residential locations within the UPS Next Day Air Saver area are delivered by end of day.* Not available to destinations where UPS Next Day Air® service is committed by end of day. Optional Saturday pickup available for shipments from Anchorage, Alaska. Saturday Delivery is not available. UPS 2nd Day Air A.M - Guaranteed on-time delivery by 10:30 a.m. or 12:00 p.m. on the second business day to metropolitan commercial destinations in the 48 contiguous states where UPS Next Day Air® delivery is committed by 10:30 a.m. or 12:00 p.m., respectively. Not available to destinations where UPS Next Day Air service is committed by end of day. Also not available to residential destinations. Optional Saturday pickup available. Saturday Delivery is not available. UPS 2nd Day Air - Delivery to all 50 states and Puerto Rico, with some limitations in Alaska and Hawaii, by the end of the second business day. Optional Saturday Delivery and pickup available UPS 3 Day Select - Delivery by the end of the third business day to the 48 contiguous states. Saturday Delivery and pickup available in select areas. UPS Ground - Guaranteed day-definite delivery typically in one to five business days to all 50 states and Puerto Rico. Refer to UPS Ground Time-in- Transit Maps at ups.com/maps to determine scheduled delivery. Saturday Delivery and pickup available in select areas. UPS Worldwide Express Plus - Guaranteed delivery by 8:30 a.m., 9:00 a.m. or 11:00 a.m. to major cities in over 55 countries and territories. Delivery is guaranteed on the next business day to Canada, on the second business day to Europe and Latin America, and on the second or third business day to Asia. Rates include door-to-door delivery with routine, in-house customs clearance by UPS Supply Chain Solutions®. Add \$40.00 to the appropriate UPS Worldwide Express rate for each UPS Worldwide Express Plus shipment. UPS Worldwide Express - Guaranteed delivery by 10:30 a.m., 12:00 p.m. or 2:00 p.m. to over 130 countries and territories. Delivery guaranteed on the next business day to Canada and for documents to Mexico, the second business day to Europe and Latin America, and the second or third business day to Asia. Rates include door-to-door delivery with routine, in-house customs clearance by UPS Supply Chain Solutions.

		UPS Worldwide Saver - Guaranteed delivery by end of business day to more than 220 countries and territories. Delivery is guaranteed in two business days to Canada and for documents to Mexico. From Hawaii and Alaska, three business days to Europe and Latin America. From Alaska, two or three business days to Asia. From Hawaii, three to four business days to Asia. Rates include door-to-door delivery with routine, in-house customs clearance by UPS Supply Chain Solutions® UPS Worldwide Expedited - Delivery by end of business day to more than 220 countries and territories. Delivery in two business days to Canada, three business days to Mexico, three to four business days to Europe, and four to five business days to Asia and Latin America. Rates include door-to-door delivery with routine, in-house customs clearance by UPS Supply Chain Solutions. UPS Standard to Canada - Delivery to all Canadian provinces by end of day, within two to seven business days. Rates include door-to-door delivery. Customs clearance is not included. For rates, see ups.com/cacustomsclearance. UPS will provide Customs Brokerage Services by UPS Supply Chain Solutions unless a different broker is specified. Customs Brokerage charges will be billed to the importer unless otherwise indicated by the shipper. UPS Standard to Mexico - Delivery to Mexico by end of day, within four to eight business days. Service not available to Baja California or Baja California Sur. Rates include routine, in-house customs clearance. Customs clearance by UPS Supply Chain Solutions is required. UPS Worldwide Express Freight - Guaranteed delivery by end of day to over 75 countries and territories. Delivery is guaranteed on the next business day to Canada, the second business day to Europe and Latin America, and within two to three business days to Asia. Rates include door-to-door and non-door-to-door delivery with routine, in-house customs clearance by UPS Supply Chain Solutions for palletized shipments of more than 150 pounds.	
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For the purposes of this RFP response, which only details our standard commercial services there are no additional sub-categories. In the interest of clarity, the terms "prices" and "rates" refer to the dollar amounts to be paid by Purchasing Entity for transportation services identified in the rate chart/sheet exhibit attached to this proposal; the terms "charges" and "fees" refer to the dollar amounts to be paid by purchasing Entity for value-add services identified in UPS's Rate & Service Guide, which is subject to change, in effect at the time of shipping.	
73	Describe and quantify your available shipment pickup and drop-off options.	In addition to our drivers, UPS offers customers a wide range of pickup delivery locations through UPS drop boxes, UPS Access Points, UPS Stores and UPS Customer Centers. Customers can find local access points by calling 1-800-PICK-UPS or accessing the UPS Drop-Off Locator online at UPS.com®. UPS offers approximately 45,000 access points - https://www.ups.com/dropoff?loc=en_US. UPS also offers the pickup options below: Daily Pickup – Pickup Every Weekday (Premium Option) – A UPS driver attempts a pickup at your location once each business day as scheduled, typically after 2:00 p.m. Daily On-Route Pickup – Flexible Daily Pickup (Standard Option) – A UPS driver attempts a pickup at your location once each business day while making deliveries in your area, even if there are no packages delivered to your location. Pickups typically occur between 10:00 a.m. and 3:00 p.m. UPS Smart Pickup – Pickup When You Need It (Economy Option) – Automatically arrange a pickup only when you have packages to ship. A UPS driver will attempt a pickup the same business day when a package is tendered before a predetermined cut-off time. Pickups typically occur after 1:30 p.m. – When you process a shipment using WorldShip® or UPS CampusShip® shipping systems, or ups.com shipping, the system automatically notifies a UPS driver to make a UPS Smart Pickup service request that same day. Day-Specific Pickup – Choose Your Pickup Day (Custom Option) – Select which days of the week, Monday through Friday, you would like UPS to attempt a scheduled pickup. UPS will only stop at your location those days as scheduled, typically after 2:00 p.m. – The weekly service fee will vary based on the number of pickup days selected. UPS On-Call Pickup® – One-Time Pickup (Occasional Option) – With one pickup request, UPS will pick up all of your packages at a location of your choosing (not limited to home or office). Schedule a same-day or future-day pickup via ups.com or by calling 1-800-PICK-UPS (1-800-742-5877). – Fees are applied per pickup request regardless of the number of packages being picked up. – Residential, area and fuel surcharges may apply. – Scheduled pickup options are not available for UPS Worldwide Express Freight® Midday and UPS Worldwide Express Freight® shipments. UPS On-Call Pickup requests for these two services must be requested using WorldShip, UPS CampusShip, ups.com shipping, UPS Ready® solution, UPS® Developer Kit, ups.com or by calling 1-800-782-7892.	
74	Describe your company's approach for ensuring the physical security of packages during transit. Include details on chain-of-custody procedures, tracking and monitoring systems, and procedures for preventing loss, theft, or tampering from pickup through delivery.	UPS has an active Security function whose objective is to establish and maintain the appropriate level of security necessary to provide a safe working environment for employees, and safeguard our customer's merchandise and the company's assets. Please see the UPS Small Package Security Profile, included in the proposal, for detailed information regarding security measures.	

75	Describe how your company safeguards customer shipment and account data in ways that impact the end-user experience, and explain how customers are notified and supported in the event of a security incident or breach.	UPS maintains administrative, technical and physical safeguards designed to protect the personal information you provide against accidental, unlawful or unauthorized destruction, loss, alteration, access, disclosure or use. Although we take steps to limit access to our facilities and vehicles to authorized individuals, information that is located on the outside of a package or letter may be visible to others. Please see the UPS Information Security Program Overview, included in the proposal, for detailed information on Information Security.
76	Explain your company's contingency plans and redundancies to ensure continuity of delivery services during emergencies, disruptions, or resource shortages.	UPS has a dynamic network of technology, service locations and work force to handle increased volume, disruptions and evolving customer demands, ensuring efficiency and resilience. When faced with adversity, UPS utilizes all resources to continue operations and work to complete our objectives.

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. **In the text field provided, describe any additional charges, fees, or penalties (outside of pricing offered in Tables 6A and 6B), and any notes or exceptions to the category or type of services offered.**

Line Item	Category or Type	Examples	Offered *	Associated Charges / Fees / Penalties *	Notes/Exceptions *
77	Document/Letter	Flat envelopes, <1lb	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
78	Small parcel, standard package	<70 lbs, within carrier size limits	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
79	Heavyweight package	>70 lbs (up to carrier max, e.g., 150 lbs)	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
80	Oversized package	Exceeds standard size limits (large dimension, irregular shape)	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Services offered through UPS outside the scope of this RFP. Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
81	Freight / Palletized	Shipments requiring LTL/FTL	☐ Yes ☒ No	Service not offered by UPS	Service not offered by UPS
82	Hazardous Materials	Flammables, corrosives, lithium batteries, compressed gases, etc.	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
83	Biological / Medical	Infection substances, blood, lab specimens	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
84	Perishable Goods	Food, flowers, temperature-controlled items	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
85	High-value / Restricted	Jewelry, electronics, currency, regulated firearms; requires chain-of-custody and/or additional security	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
86	Same-Day / Express	Delivery within hours, guaranteed service	☐ Yes ☒ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Services offered through UPS outside the scope of this RFP. Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
87	Expedited / Priority	Faster than standard ground, but not same-day	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
88	Economy / Ground	Standard transit service	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
89	Weekend / After-Hours	Pick-up or delivery outside normal business hours	☒ Yes ☐ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
90	White-Glove / Inside Delivery	Unpacking, setup, or delivery beyond the threshold	☐ Yes ☒ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Services offered through UPS outside the scope of this RFP. Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.
91	Liftgate (to Ground)	Moving package from the truck to ground level.	☐ Yes ☒ No	Additional charges, fees and shipping conditions may apply as set forth in the Rate and Service Guide in effect at the time of shipping.	Services offered through UPS outside the scope of this RFP. Details regarding specific type of shipment can be found in the UPS Rate and Service Guide and Tariff/Terms and Conditions of Service in effect at the time of shipping.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - UPS - Sourcewell RFP RATE CHART 11-2025.xlsx - Thursday November 13, 2025 11:47:12
 - [Financial Strength and Stability](#) - UPS 2025 Proxy Statement and 2024 Annual Report Form 10-K.pdf - Thursday November 13, 2025 11:54:57
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - UPS Customer Agreement for Sourcewell Members RFP 2025.docx - Thursday November 13, 2025 11:56:35
 - [Requested Exceptions](#) - RFP_111325_Express_Courier_Master_Agreement (UPS).docx - Thursday November 13, 2025 11:58:34
 - [Upload Additional Document](#) - 2025 Sourcewell RFP Combined pdf files Rate-Serv Guide - T&C - Security - Sustainability.pdf - Thursday November 13, 2025 12:12:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Benito Pena, Enterprise Account Executive, United Parcel Service Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum2_Express_Courier_RFP111325 Tue November 4 2025 08:52 PM	☒	7
Addendum1_Express_Courier_RFP111325 Tue October 21 2025 08:31 AM	☒	4

Certificate Of Completion

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Status: Sent

Subject: Council Legislation - UPS

Source Envelope:

Document Pages: 61

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

7/16/2026 12:27:43 PM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Daniel Harden

Daniel Harden

Sent: 7/16/2026 12:31:51 PM

daniel.harden@nashville.gov

Viewed: 7/16/2026 1:36:27 PM

Security Level: Email, Account Authentication
(None)

Signed: 7/16/2026 1:36:38 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane

Sent: 7/16/2026 1:36:47 PM

michelle.lane@nashville.gov

Viewed: 7/16/2026 2:38:04 PM

Deputy Director of Finance

Signed: 7/16/2026 2:38:16 PM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jenneen Reed/mjw

Jenneen Reed/mjw

Sent: 7/16/2026 2:38:24 PM

MaryJo.Wiggins@nashville.gov

Viewed: 7/20/2026 10:00:54 AM

Security Level: Email, Account Authentication
(None)

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 7/20/2026 10:00:54 AM

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Kelli Woodward

Kelli Woodward

Sent: 7/20/2026 10:01:49 AM

Kelli.Woodward@nashville.gov

Viewed: 7/20/2026 11:40:23 AM

Security Level: Email, Account Authentication
(None)

Signed: 7/20/2026 11:40:34 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.144

Electronic Record and Signature Disclosure:

Accepted: 7/20/2026 11:40:23 AM

ID: ce0cd0eb-4733-4e55-930d-5eb7e8e983ed

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2026 7:56:35 AM ID: 18a6d0e7-a63c-4d46-84d7-8371d9799ae0		
Kelli Woodward Kelli.Woodward@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/20/2026 11:40:23 AM ID: ce0cd0eb-4733-4e55-930d-5eb7e8e983ed		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/17/2026 11:26:34 AM ID: df1cf69c-29e7-4f0f-b56a-f468294828c2		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
John Stewart john.stewart@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure		
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3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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