

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 03/17/26

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.

for express courier and ground delivery services for the Nashville Public Library.

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):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> 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: _____
Approved by OMB: <u>Daniel Harden</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>2/24/2026 2:58 PM CST</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

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: _____ <input type="checkbox"/> E-mailed Clerk
<input type="checkbox"/> All Dept. Signatures <input type="checkbox"/> Copies <input type="checkbox"/> Backing <input type="checkbox"/> Legislative Summary <input type="checkbox"/> Settlement Memo <input type="checkbox"/> Clerk Letter <input type="checkbox"/> Ready to File	

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:

Dennis Rowland
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



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?

How much do you estimate spending on this cooperative contract? \$25,000.00

Cooperative Information

What is the cooperative entity?

What is the lead agency? Sourcewell

Who is the supplier? UPS

Is the supplier registered in iSupplier?

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

What is the contract number? 090121-UPS

When did the contract start? Thursday, March 3, 2022

When does the contract end?

Wednesday, November 11, 2026

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 the services provided by UPS. For Nashville Public Library, that includes services needed for Library Services for the Deaf and Hard of Hearing and InterLibrary Loan departments within the organization.

Upload the original contract from the lead agency.



UPS Contract 090121.pdf



00003515_UPS Contract Extension.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 Signature Form

Co-Op Request Number	C2026065
Date Received	February 11, 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,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

2/12/2026 | 10:40 AM CST

Date Signed





Cooperative Request Review

This cooperative request for **express courier and ground delivery via Sourcewell contract 090121-UPS¹** is recommended for approval.

The anticipated project value is **\$100,000.00**. The estimated savings to Metro via this cooperative is **\$22,517.00**

The cooperative was requested by **Libraries**; 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 08 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 supplies and products. 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 Zak Kelley
02/12/2026

¹ The potential final expiration date for this cooperative is November 2027.

**Solicitation Number: RFP #090121****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and United Parcel Service, Inc., Glenlake Parkway NE, Atlanta, GA 30328 (Supplier).

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 offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Express Courier and Ground Delivery Logistics Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended for up to two additional one-year terms upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Intentionally omitted. Refer to commercially available service guarantee in Supplier's Small Package Terms and Conditions in effect at the time of shipping.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Intentionally omitted.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal. Supplier rates established under this Contract will be effective for a Participating Entity, which includes Sourcewell, 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 in Supplier's Rate and Service Guide, in effect at the time of shipping and are updated periodically.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, to the extent practicable prior to order. This means that the quoted cost for transportation services includes base transportation rates and all other costs to the Participating Entity's requested delivery location, to the extent Supplier is provided all information necessary for a total cost of acquisition quote. Supplier is not liable for information or misinformation provided by the Participating Entity at the time of the quote. Participating Entities must obtain the quote as directed by Supplier. Supplier provides quotes in multiple methods to its customers, some methods are not designed to provide a total cost of acquisition quote.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option must always be disclosed.

A. **SHIPPING AND SHIPPING COSTS.** Intentionally omitted.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests, including a request for increase of Supplier's base transportation rates under the Contract, must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

Sourcwell acknowledges that charges and fees found in Supplier's Rate and Service Guide will be updated periodically and the updates do not require submission of a Price and Product Change Request Form.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcwell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available only to Participating Entities in the United States (not Canada) that can legally access the Equipment, Products, or Services under this Contract. Non-profit, non-government entities, and entities located in Canada may not have access to this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any eligible Participating Entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures expressly provided to and accepted by Supplier, by the Participating Entity, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract. Prior to accepting any Participating Entity order, Supplier will review the Sourcewell roster of Participating Entities to confirm eligibility. Order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. Orders may not be placed until Supplier rates are established. The established Contract pricing will apply to all packages tendered by the Participating Entity and scanned by Supplier prior to the Contract termination date. Packages tendered by Participating Entity after Contract termination will be charged at the rates published in Supplier's Small Package Terms and Conditions in effect at the time of shipping. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract pursuant to this Section.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** 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 1-22 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.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Termination of an order is only effective if executed in accordance with Supplier's Small Package Terms and Conditions, in effect at the time of shipping. The Participating Entity will pay Supplier for shipments tendered, or for services rendered, prior to the delivery of notice of termination in the event of non-appropriation of funds.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

F. **FORCE MAJEURE – ORDERS.** For any orders made pursuant to this Contract, neither Supplier or the Participating Entity shall be liable for any delay or nonperformance due to causes beyond that party's control, including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the shipment, acts of God, acts of public authorities acting with actual or apparent authority, acts or omissions of customs or similar authorities, insufficient information provided by a customer, Hazardous Materials packages improperly offered for transport, the application of security regulations imposed by the government or otherwise applicable to the shipment, pandemic or epidemic, riots, a government agency hold, strikes or other labor disputes, civil unrest, disruptions of any kind in air or ground transportation networks, and natural disasters. The causes of such delay or nonperformance shall be remedied, if possible, as soon as practicable. A party defaulting under this provision must provide the other party prompt written notice of the default.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales 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;
- Item Purchased Description;
- Aggregate Spend by Participating Entity;
- Sourcwell Administrative Fee Applied; and
- Quarter-End Date.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all services provided to Participating Entities and calculated as stated in the Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell of the administrative fee calculated as stated in the Proposal during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 45 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcwell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities, but such Participating Entities may only access such documents necessary to confirm the accuracy of amounts invoiced by Supplier.
- B. **ASSIGNMENT.** 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.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract 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. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract 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 the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

Sourcewell and Supplier acknowledge that compliance with the Minnesota Government Data Practices Act extends only to that data to which the Act applies. Supplier reserves the right to take exception to, and raise any and all defenses against, data requests and data practices that fall outside the scope of the Act.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY. Intentionally omitted. Parties to address Intellectual Property separately.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of general applicability in the State of Minnesota in effect as of the contract execution date will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract 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 Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. If the matter remains unresolved after having been escalated to higher level of management for resolution, Sourcewell may provide Supplier a written cure notice, upon which the Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of undisputed contractual requirements, or
2. A breach of any material term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract 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:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. 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 sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their 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.

D. 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 Contract 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.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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, as applicable; 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 Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally omitted.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial or service obligations incurred or accrued prior to cancellation.

Sourcwell

United Parcel Service, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

DocuSigned by:
Joseph Miller
39FEBA829B904B7...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
3/2/2022 | 1:49 PM CST
Date: _____

By: _____
Joseph Miller
Title: Sales Support Manager
3/3/2022 | 12:31 PM EST
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
3/3/2022 | 12:08 PM CST
Date: _____

RFP 090121 - Express Courier and Ground Delivery Logistics Services

Vendor Details

Company Name: United Parcel Service, Inc.
Does your company conduct business under any other name? If yes, please state: UPS, United Parcel Service, United Parcel Service, Inc. (OH)
Address: 316 Pennsylvania Ave SE
Suite 300
Washington, District of Columbia 20003
Contact: Joseph Miller
Email: josephmiller@ups.com
Phone: 864-608-0414
HST#: 36-2407381

Submission Details

Created On: Wednesday July 21, 2021 13:08:15
Submitted On: Tuesday August 31, 2021 12:14:27
Submitted By: Joseph Miller
Email: josephmiller@ups.com
Transaction #: 073bdf12-49c5-4214-886f-b0422f5076c3
Submitter's IP Address: 161.69.112.12

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	United Parcel Service, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	UPS, United Parcel Service, Inc. (OH), an Ohio Corporation
4	Proposer Physical Address:	Glenlake Parkway, NE Atlanta, GA 30328
5	Proposer website address (or addresses):	www.ups.com
6	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 and, in the event of award, will be expected to execute the resulting contract):	Joseph Miller, Sales Support Manager, 8440 Ardwick Ardmore Rd, Landover, MD 20785, josephmiller@ups.com, 240-818-9251
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Miller, Sales Support Manager, 8440 Ardwick Ardmore Rd, Landover, MD 20785, josephmiller@ups.com, 240-818-9251
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>9</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>UPS is proud of our 114 year heritage in the logistics industry. From our inception in 1907 as a messenger company, UPS has grown into a \$58.4 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 has built a global network giving us the ability to connect our customers with vast service capabilities and industry expertise around the world delivering what is a superior logistics service. In fact, UPS is one of the world's largest package delivery companies and a leading global provider of transportation, logistics and trade services. With decades of experience, growth, strategic acquisitions, and investments in technology, we serve our customers global business needs with agility and strength. Three hundred and sixty five days a year, UPS effectively manages the flow of goods, funds, and information throughout more than 220 countries and territories worldwide.</p> <p>OUR VALUES</p> <p>For more than a century, UPS people have been motivated by commonly held principles and values that have allowed us to work toward mutual goals. These principles and values were established by our founders and remain critical to our success. The core of these values is a simple statement: UPS is a company of honesty, quality, and integrity. This legacy is fundamental to our ability to create shareowner value, support the communities in which we operate, and protect our reputation. It always has been, and continues to be, our policy to conduct business in compliance with all applicable laws and regulations and in accordance with the highest ethical standards. We expect UPS employees and the people acting on our behalf to adhere to these principles.</p> <p>UPS STRATEGY</p> <p>CUSTOMER FIRST Customer First is about creating a frictionless customer experience and building the capabilities that matter the most to UPS customers.</p> <p>PEOPLE LED People led focuses on making UPS a great place to work so our people feel confident recommending UPS to others. People led builds on a strong foundation and we will continue living our values, modernizing our policies and rewarding our people to make UPS an even better place to work and an employer of choice.</p> <p>LOOKING AHEAD "2020 was a year of great challenges, and also a year of remarkable successes. I am honored to be leading a company with a rich history of doing the right thing for employees, customers, communities and shareowners. As the coronavirus pandemic spread, UPSers around the world became frontline essential workers, delivering household goods and keeping the world's supply chains moving during the most difficult public health and economic crisis in decades. People and businesses are counting on UPS more than ever. And as with other global humanitarian crises, we are helping with logistics and relief, and will continue to assist wherever needed. Our many successes can be attributed to the commitment of our people and the strength of our culture. 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. The task is not simple, but we are making meaningful progress building the capabilities that matter most in the markets we serve. As we look ahead, we recognize that our customers are changing, our competitors are changing, and the rate of change is accelerating. We know we must change alongside them. Within this environment, we see opportunities to create value for our shareowners, and we believe success is also made possible by our five core UPS principles:</p> <ul style="list-style-type: none"> • First is our values, as established by our founder Jim Casey, which give us an enduring foundation for success. Our values are the core of who we are and what we do. • Second is our dividend, which is a hallmark of our financial strength. We are committed to continuing nearly 50 years of stability and growth in the dividends we pay. • Third is retaining a strong balance sheet and credit rating, ensuring that we have the financial flexibility needed to competitively run our business. • Fourth is brand relevance, meaning that we will lead by example and take action to support our customers and communities, promote diversity and inclusion, sponsor racial equality and shape a healthier planet. • And fifth is the importance of employee ownership, which supports valuable and lasting employee and retiree engagement." <p>- Carol Tome, UPS Chief Executive Officer UPS 2020 Annual Report</p>
<p>10</p>	<p>What are your company's expectations in the event of an award?</p>	<p>UPS is excited about the opportunity to be awarded a contract. UPS will continue to provide solutions and value to Participating Entities and create enhancements based on the past experiences as it does with all of its customers. UPS's expectations are to support current Participating Entities that are seeing direct benefit from our partnership and work with new/potential members to discuss and position the benefits of the Sourcewell agreement.</p>

11	<p>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.</p>	<p>Our 2020 results demonstrate more than ever that UPS can thrive in a challenging and ever changing environment, as shown by our continued ability to meet the expectations of customers and investors alike. 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 your consideration, UPS has provided our balance sheet, income statement, and our cash flow statement in the documents section of the Sourcewell RFP portal. For more information regarding UPS's financial strength, please visit our investor relations site at: www.investors.ups.com.</p> <p>The following are additional highlights to consider:</p> <ul style="list-style-type: none"> • Even as UPS invests, we continue to generate strong results that position us for profitable growth. UPS generated excellent cash flow, with cash from operations of \$10.5 billion and free cash flow of \$5.1 billion. We invested \$5.4 billion in capital expenditures, \$5.6 billion on an adjusted basis, and returned \$3.6 billion to shareowners in dividends, a per-share increase of 5.2% over the prior year. • In the U.S., revenue grew 15.1% to \$53.5 billion with volume growth across all products. • The International segment reported \$15.9 billion in revenue, an increase of 12.1%. Operating profit was \$3.4 billion; adjusted operating profit rose 27.1% to \$3.5 billion and margins expanded. <p>The continued execution of our proven strategies will enable UPS to maintain positive momentum in the coming year and beyond. Despite the uneven economic outlook around the globe, we will continue to deliver exceptional value to our customers.</p>
12	<p>What is your US market share for the solutions that you are proposing?</p>	<p>As a publicly traded Fortune 500 company UPS serves a large segment of private business and government entities. While we consider market-share data proprietary and therefore cannot share this info, I can provide volume numbers for 2020 that could help in your review.</p> <ul style="list-style-type: none"> • Global daily average delivery volume - 24.7 million packages and documents • U.S. air daily average delivery volume 3.8 million packages and documents • International daily average delivery volume 3.5 million packages and documents
13	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>As a publicly traded Fortune 500 company UPS serves a large segment of private business and government entities. While we consider market-share data proprietary and therefore cannot share this info, I can provide additional facts that could help in your review.</p> <ul style="list-style-type: none"> • Approximately 1,350 (The UPS Store Canada® locations, authorized shipping outlets, customer centres and UPS Access Point® locations) • 62 facilities in Canada, 3.1 million sq. ft. of space • Over 3,000 (package cars, tractors, trailers and shifters) of which more than 41% run on alternative fuels. • Daily Flights <ul style="list-style-type: none"> o Intra - Canada: 76 o International: 12
14	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No, UPS has not filed for bankruptcy protection.</p>
15	<p>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.</p>	<p>UPS has obtained the necessary licenses and certifications to provide the UPS Services proposed in this proposal.</p>
16	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>UPS has not been suspended or disbarred during the past 10 years.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
17	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>UPS has received awards and recognition over the last 5 years that would take too long to mention. In additional to the info provided below, additional years awards and recognition can be found using the link below - https://about.ups.com/us/en/newsroom/awards-and-recognition.html</p> <p>2021</p> <ul style="list-style-type: none"> • UPS named a Best Place to Work for Disability Inclusion - 2021 Disability Equality Index • UPS ranked No. 1 on the 2021 Transport Topics Top 100 For-Hire Carriers list. • Points of Light named UPS one of the 50 most community-minded companies in America in its 2021 The Civic 50 annual survey. • UPS named one of the 50 Most Valuable Brands in the World by 24/7Wall St. • UPS was named a 2021 US CIO 100 award winner • UPS was rated the most valuable logistics brand in 2021 for the seventh consecutive year according to Brand Finance's "Logistics 25 2021" report <p>2020</p> <ul style="list-style-type: none"> • UPS was rated one of the "World's Most Admired" companies and the first-place leader in all attributes in its industry in an annual survey conducted by FORTUNE magazine • For the fifth year in a row, UPS has been named to Forbes and JUST Capital's annual JUST 100 corporate leadership list. UPS earned a ranking of No. 39 overall and No. 1 in Transportation • Inbound Logistics' Top 75 Green Supply Chain Partners • UPS was once again ranked in 3BL Media's "100 Best Corporate Citizens" list and ranked #1 in Transpiration sector. UPS has placed on the list for the past 11 years.
18	What percentage of your sales are to the governmental sector in the past three years	All government sales represent about 1% or less of total revenue.
19	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 #18.
20	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts 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.
21	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 entity only holds one GSA contract. The services offered under this contract are not offered through the GSA contract.

Table 4: References/Testimonials

Line Item 22. Supply reference information from three customers who are eligible to be Sourcwell 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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-
-	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-
-	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-

Table 5: Top Five Government or Education Customers

Line Item 23. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
-	Government	Georgia - GA	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-	-
-	Education	Georgia - GA	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-	-
-	Non-Profit	Georgia - GA	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-	-
-	Government	Georgia - GA	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-	-
-	Education	Georgia - GA	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 Sourcwell's Participating Entities over the last 3 years. As such we would rely on existing Sourcwell Participating Entity's data that is readily available to Sourcwell.	-	-

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *
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24	Sales force.	<p>UPS is more prepared than ever to demonstrate its capability to meet the needs of Participating Entities. Regarding the salesforce, 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. Sales Support Manager, Joseph Miller is the primary contact for the Sourcewell staff and an internal champion for Participating Entities at UPS. Joseph brings 15 years of sales experience in UPS service and solutions. Joseph's core team consists of 3 Enterprise Account Executives (EAE's) with over 70 years of combined UPS experience. Each EAE is aligned to a particular state. Joseph Miller's government team is complimented by both an Inside Sales group based in San Antonio, Texas 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 higher education. UPS recognizes that one of the best sources of inspiration for solutions is our customers. UPS is always listening and learning from our customers and developing solutions that benefit all. The UPS sales force is also supported by industry experts and specialist 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.</p> <p>Core Sourcewell Sales Team:</p> <table border="0"> <tr> <td>Joseph Miller</td> <td>Sales Support Manager</td> </tr> <tr> <td>Matt Bracken</td> <td>Enterprise Account Executive (EAE)</td> </tr> <tr> <td>George Rea</td> <td>Enterprise Account Executive (EAE)</td> </tr> <tr> <td>Armando Guardiola</td> <td>Enterprise Account Executive (EAE)</td> </tr> </table>	Joseph Miller	Sales Support Manager	Matt Bracken	Enterprise Account Executive (EAE)	George Rea	Enterprise Account Executive (EAE)	Armando Guardiola	Enterprise Account Executive (EAE)
Joseph Miller	Sales Support Manager									
Matt Bracken	Enterprise Account Executive (EAE)									
George Rea	Enterprise Account Executive (EAE)									
Armando Guardiola	Enterprise Account Executive (EAE)									
25	Dealer network or other distribution methods.	<p>UPS's RFP response provides a vast amount of distribution options for Participating Entities, including daily pickups, day specific pickups, on-route pickups, and UPS Smart Pickups™. In addition to our normal drivers for pickup and deliveries, UPS has over 88,000 additional locations for transferring packages to UPS and/or picking up packages. These include over 5,300 UPS Stores, 1,133 Customer Centers, more than 9,200 Authorized outlets, over 37,000 UPS Drop Boxes, and approximately 45,000 UPS Access Point locations.</p>								
26	Service force.	<p>As of 2020, UPS has an operational footprint that is able to provide Participating Entities with the best service in the industry. UPS has more than 1,800 operating centers in the U.S., over 362,000 employees and approximately 127,000 package cars, vans, tractors, motorcycles, including more than 13,000 alternative fuel and advanced technology vehicles. There are approximately 45,000 UPS Access Point™ locations. There is an average of 69.4 million daily tracking requests. UPS provides service support that is one click away: https://www.ups.com/us/en/help-center/contact.page</p>								
27	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>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 asked 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.</p> <p>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.</p> <p>UPS Internet Shipping (Low Volume or Occasional Shipping)</p> <p>With your My UPS login, UPS Internet Shipping lets you prepare air, ground and international shipments using a UPS account number or credit card. Not only can you ship individual packages, you can also create bill of lading and air waybills. Determine package and freight rates; schedule pickups; find drop-off locations; track shipments; store recipient contacts; store billing, notification and printing references; view shipping history; and receive email notifications - all online at ups.com</p> <p>UPS CampusShip® (High Volume Shipping)</p> <p>UPS CampusShip® is a secure, web based shipping system that enables multiple users within an organization to ship UPS packages and letters and to perform other shipping-related tasks – all by using any computer with Internet access.</p> <p>Perfect for distributed desktop users, CampusShip delivers both streamlined shipment management and increased shipment visibility.</p> <p>From any desktop, users within an organization can:</p> <ul style="list-style-type: none"> • Use corporate and personal address books to speed processing and reduce errors • Select from multiple billing options • Prepare shipping labels • Download or view shipment history data online • Allow users to create, manage and ship to a distribution list • Allow users to import shipment data to process up to 250 shipments at once • Ship domestic and international packages and freight using one system • Administrative features allow management to: <ul style="list-style-type: none"> • Customize, require, validate and lock reference fields used for reference information such as client/matter codes, cost codes, purchase order numbers and department codes • References can be used for tracking and billing as a solution for cost center allocation. • Share and update common address information across the organization with a corporate address book, or utilize recipient info from Outlook® • Restrict or grant access to the corporate address book, recipient addresses and address groups, ship-to countries, UPS service levels, optional UPS services, payment methods or other shipping and administrative features 								

- Allow users to see no rates, published rates or account-specific negotiated rates
- Use shipping history reporting capabilities or export data into a comma separated value file format to integrate data into your enterprise systems or analysis tools
- Notify up to five recipients of a shipment's status using email notifications
- Allow or grant access for users to charge shipments to credit cards
- Produce detailed reports on usage

UPS CampusShip® offers significant benefits for both employees and management. By putting this fast, easy-to-use shipping system at everyone's fingertips, organizations can:

- Reduce costly shipping errors
- Lower shipping costs by eliminating the need for a centralized mailroom
- Better allocate shipping charges
- Improve customer/client service

UPS WorldShip® (High Volume Shipping)

UPS WorldShip Software is UPS' full-featured, Windows-based shipping solution (either hardware/software or software only options) used primarily by customers with a mail room or warehouse shipping environment.

Key features include:

- Access to full portfolio of UPS shipping services (including link to freight shipping)
- Ability to print "smart" shipping labels with two printed reference numbers and one bar-coded reference number or a company logo.
- Import and export of shipping data to/from other business applications with Online Connect functionality including a "hands-off" shipping option.
- Shipping profiles to customize preferences and defaults.
- Full export documentation support.
- Street-level address validation.
- Reference field capability of over 20 characters
- Shipping history with tracking and signature proof of delivery through UPS.com.
- Ability to process shipments with a future pickup date.
- Configurable shipment detail report.
- Display of UPS published rates or custom rates.
- Ability to print shipment/package documentation labels.
- Ability to order supplies
- Distribution list processing.
- Local Area Network installation to support multiple workstations
- Users can easily track UPS packages through their UPS WorldShip shipping software or hardware.

<p>28</p>	<p>Describe in detail the process and procedure of your customer service 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.</p>	<p>UPS will provide Sourcewell and its members with a phone number and email to our Enterprise Support Group for customer service and issue resolution. While response time for most emails average under one hour, some responses can take up to 4 hours for a response. For urgent matters we recommend calling out Enterprise Support Group.</p> <p>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. In order to satisfy 12 million customers every day, a superior organizational system is critical.</p> <p>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."</p> <p>We have consistently been a leader in process improvement. Our companywide standards for operational efficiency and quality remain a benchmark in our industry. The following groups and processes highlight UPS's commitment to quality and service excellence.</p> <p>Operational Excellence Managers - To ensure the quality of our service, UPS has assigned an operational excellence manager to every UPS region and district throughout the U.S., as well as internationally. These individuals are responsible for monitoring performance indices such as time-in-transit, shipment integrity, tracking data accuracy, as well as damage and claim occurrences. Operational excellence managers are responsible for identifying problem areas and then working with our operational groups to resolve and eliminate problems. We hold them accountable for generating improvements in all of the indices that they track.</p> <p>Total Quality Management - We have instilled the UPS approach to total quality management within all levels of management and non-management through a program called "Think like a Customer." This philosophy applies to both internal and external customers. Every UPS employee is the customer of the preceding operation, so every employee's goal is to "Think like a Customer" and to ensure that the quality of his or her work meets the expectations of the next operation. By generating this behavior throughout the distribution chain, we assure the satisfaction of the ultimate customer.</p> <p>Balanced Scorecard - UPS uses a variety of internal indices that measure the quality of our work. The main internal control is the balanced scorecard. This is a comprehensive measurement system used to monitor overall company performance in four perspectives: customer, people, financial and internal business. We select specific, measured elements for all organizational levels and functions. Some examples of measured indices include time-in-transit reports, end-to-end service, premium end-to-end service, concerns index, and damage, among many others.</p> <p>Consolidated Service Center Quality Control Group - The Consolidated Service Center Quality Control Group works with our phone center operations and is the control element for phone center service levels. Their responsibilities include:</p> <p>Call Monitoring – This group has an active schedule of call monitoring to help evaluate the overall effectiveness of our customer service representatives.</p> <p>Transaction Assessment – This procedure provides constant feedback about documented customer transactions. We return documentation with errors to the Consolidated Service Center sites to allow management an opportunity to follow up on inaccurate information.</p> <p>Data Integrity Reports – These reports provide a monthly assessment on the quality of information captured and released in our operations.</p> <p>Service Recovery Program - Our Service Recovery Program is a quarterly sampling that uses the UPS Customer Concerns Resolution Survey (CCRS). We use the results to provide a top-down comparison from corporate to region to individual district level. This is vital for making quality gains in customer satisfaction.</p> <p>Customer Satisfaction Program - The UPS Customer Satisfaction Index (CSI) facilitates the continuous monitoring and measurement of customer satisfaction, relationship, loyalty, and value. The CSI measures customer satisfaction for UPS and two major domestic competitors – FedEx and the U.S. Postal Service (USPS).</p> <p>We use CSI results to define specific actions to improve our service to our customers. More than 45 key elements are grouped into 13 major categories, all defined by the "voice of the customer." Our customers decide which key attributes make up the elements that best determine customer satisfaction. Each year, an independent service collects more than 2,000 customer interviews upon which we base our CSI results. We closely track and monitor these results and can further categorize the thirteen major categories into three key areas of customer perception. These areas are:</p> <ul style="list-style-type: none"> • Core Services – delivery and pick up reliability, visibility of shipments and technology solutions • Personnel – account representatives, drivers and customer service representatives • Price and Value – competitive rates, quality services at reasonable prices and flexibility
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29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>UPS has the service and substantial operations to support Participating Entities across the United States. UPS provides reliable, on time guaranteed delivery to business and residential addresses across the globe. As of 2020, there are more than 88,000 points of access globally (The UPS Store® locations, UPS Drop Boxes, authorized shipping outlets, customer centers and UPS Access Point® locations). UPS employs more than 543,000 employees globally and has over 127,000 vehicles, including more than 13,000 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.</p> <p>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 free tools, under specific terms and conditions, that provide our customers with proactive visibility over all of their shipments.</p> <p>UPS understands the performance expectations, deliverables, and outcomes of this RFP. We're 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 positions 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.</p>	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>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. UPS is open to future discussions on Canadian services.</p>	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>See answer to question #30 and #33.</p>	*
32	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>UPS will not be servicing retail/profit based firms or non-profit, non-government organizations via this Sourcewell contract. Third parties shall not benefit from the incentivized rates under this offer.</p>	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>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.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>UPS Internal Communication</p> <ul style="list-style-type: none"> 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 award. <p>UPS External Communication</p> <ul style="list-style-type: none"> UPS will promote the agreement on the State Government industry solutions page of www.ups.com. This site also contains links that provide steps for interested parties to sign up for UPS Sourcewell discounts. UPS is open to attending tradeshow and conferences to promote the Sourcewell agreement as conditions allow.
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>UPS's Sales Support Manager and EAE's understand the importance and effectiveness of social media engagement in relaying the value of UPS to its clients. As such we utilize social media to promote relevant solutions as well as client content to our broader audience. Recently UPS has developed an internal application that links to social media sites and allows other UPSer's to more easily share content throughout the organization and their respective social networks to help amplify UPS and its client's content to reach a broader audience.</p>
36	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>UPS feels Sourcewell's role in promoting the contract is the following:</p> <ul style="list-style-type: none"> 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 Help UPS understand unique laws for various states, local governments and education Provide connectivity with other NJPA vendors to share ideas and support each other; with the end goal to serve the members
37	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>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.</p> <p>UPS shipping solutions have the ability to be integrated into e-procurement processes using several different approaches, depending on needs and procurement system capabilities. The following are a few examples of how UPS services can be used in an e-procurement environment.</p> <ol style="list-style-type: none"> UPS CampusShip® – Create a link from the procurement marketplace to the UPS CampusShip web based shipping solution. By logging-in using e-procurement credentials, cost codes can be linked to users and the shipping charges can be matched with the UPS bill to the proper cost code. Access can be controlled and managed through global administration. UPS Ready® – Select from an approved list of UPS Ready Program providers who integrate UPS technology into business applications and software solutions. The UPS Ready Program offers you the following benefits: <ul style="list-style-type: none"> Access to UPS's shipping and visibility services hassle-free with an easy to use out-of-the-box integration experience Streamlined business operations and fast integration of new services Peace of mind knowing that 3rd party UPS Ready solutions meet UPS standards UPS Developers Kit® – A toolkit of API's allow Participating Entities to integrate UPS Shipping, Rating, Tracking and Visibility capabilities into procurement processes as deeply as desired. UPS Developer Kit Application Programming Interfaces (APIs): <ul style="list-style-type: none"> Address Validation API - Catch errors before they cause problems Address Validation Street Level API - Double-check addresses and eliminate common mistakes with help from UPS and the United States Postal Service® Gemini APIs - Streamline your air freight shipping process Locator API and Plug-in - Make shipping easier for your customers and help them find convenient drop-off locations Paperless Document API - Upload documents and link to your international shipments Pickup API - Offer customers the option to schedule their own shipment pickup Quantum View API - Access inbound and outbound shipping manifests and set up status alerts Rating API - Let customers decide which shipping service best fits their budget and level of urgency Shipping API - Deliver UPS shipping functionality directly into your website or enterprise system UPS Signature Tracking API - Get fast, secure proof of delivery and keep your business moving Time in Transit API - Give customers insight into shipment and delivery timelines Tracking API - Create a better customer experience—allow your customers to track packages on your website with the order number you provide UPS TradeAbility API - Keep your international packages and pallets moving: get up-to-date trade compliance information with the click of a button

Table 8: Value-Added Attributes

Line Item	Question	Response *
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<p>38</p>	<p>Describe any training programs or resources that you offer to Sourcewell participating entities related to your services. Include details, such as whether training is standard or optional, who provides training or resources, and any costs that apply.</p>	<p>TRAINING AND SUPPORT</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> • 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. • Webinars – Can be used to train large groups during organized training sessions. • Optional fee based training opportunities are also available to UPS customers. • UPS Hazardous Materials/Dangerous Goods Seminar - UPS offers seminars for preparing shipments according to IATA and 49 CFR). <ul style="list-style-type: none"> o Educating your employees on proper handling and shipping of hazardous materials ensures the safety of your workers and increases the efficiency of your business. For this reason, the UPS Dangerous Goods Seminar has proven to be a successful and valuable service to customers. o Professional dangerous goods instructors at the seminar provide you with necessary regulatory information to ensure that your business complies with the latest government regulations pertaining to shipping procedures and employee training. o For more information, dates and locations, and to register, call our reservation hotline at 800.634.5656 or visit upshazmatseminars.com. • Private in-house seminars may be available: <ul style="list-style-type: none"> o Seminars can take place at your facility, eliminating your travel expenses o Same curriculum as our public seminars o Can be tailored to your needs and your products
<p>39</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>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.</p> <p>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.</p> <p>UPS CUSTOMER TECHNOLOGY</p> <p>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. Below is a select list of UPS Technology Solutions.</p> <p>UPS Internet Shipping (Low Volume or Occasional Shipping)</p> <p>With your My UPS login, UPS Internet Shipping lets you prepare air, ground and international shipments using a UPS account number or credit card. Not only can you ship individual packages, you can also create bill of lading and air waybills. Determine package and freight rates; schedule pickups; find drop-off locations; track shipments; store recipient contacts; store billing, notification and printing references; view shipping history; and receive email notifications - all online at ups.com</p> <p>UPS CampusShip® (High Volume Shipping)</p> <p>UPS CampusShip® is a secure, web based shipping system that enables multiple users within an organization to ship UPS packages and letters and to perform other shipping-related tasks – all by using any computer with Internet access.</p> <p>Perfect for distributed desktop users, CampusShip delivers both streamlined shipment management and increased shipment visibility.</p> <p>From any desktop, users within an organization can:</p>

- Use corporate and personal address books to speed processing and reduce errors
- Select from multiple billing options
- Prepare shipping labels
- Download or view shipment history data online
- Allow users to create, manage and ship to a distribution list
- Allow users to import shipment data to process up to 250 shipments at once
- Ship domestic and international packages and freight using one system
- Administrative features allow management to:
 - Customize, require, validate and lock reference fields used for reference information such as client/matter codes, cost codes, purchase order numbers and department codes
- References can be used for tracking and billing as a solution for cost center allocation.
- Share and update common address information across the organization with a corporate address book, or utilize recipient info from Outlook®
- Restrict or grant access to the corporate address book, recipient addresses and address groups, ship-to countries, UPS service levels, optional UPS services, payment methods or other shipping and administrative features
- Allow users to see no rates, published rates or account-specific negotiated rates
- Use shipping history reporting capabilities or export data into a separated value file format to integrate data into your enterprise systems or analysis tools
- Notify up to five recipients of a shipment's status using email notifications
- Allow or grant access for users to charge shipments to credit cards
- Produce detailed reports on usage

UPS CampusShip® offers significant benefits for both employees and management. By putting this fast, easy-to-use shipping system at everyone's fingertips, organizations can:

- Reduce costly shipping errors
- Lower shipping costs by eliminating the need for a centralized mailroom
- Better allocate shipping charges
- Improve customer/client service

UPS WorldShip® (High Volume Shipping)

UPS WorldShip Software is UPS' full-featured, Windows-based shipping solution (either hardware/software or software only options) used primarily by customers with a mail room or warehouse shipping environment. Key features include:

- Access to full portfolio of UPS shipping services (including link to freight shipping)
- Ability to print "smart" shipping labels with two printed reference numbers and one bar-coded reference number or a company logo.
- Import and export of shipping data to/from other business applications with Online Connect functionality including a "hands-off" shipping option.
- Shipping profiles to customize preferences and defaults.
- Full export documentation support.
- Street-level address validation.
- Reference field capability of over 20 characters
- Shipping history with tracking and signature proof of delivery through UPS.com.
- Ability to process shipments with a future pickup date.
- Configurable shipment detail report.
- Display of UPS published rates or custom rates.
- Ability to print shipment/package documentation labels.
- Ability to order supplies
- Distribution list processing.
- Local Area Network installation to support multiple workstations
- Users can easily track UPS packages through their UPS WorldShip shipping software or hardware.

UPS OPERATIONAL TECHNOLOGY

Each business day, a UPS driver could deliver in excess of 100 packages. The number of route combinations a driver can make is immense. To ensure UPS drivers use the most optimized delivery routes in regard to distance, fuel and time, UPS developed On-Road Integrated Optimization and Navigation (ORION). ORION uses expansive fleet telematics and advanced algorithms to gather and calculate countless amounts of data to provide UPS drivers with optimized routes. The technology helps UPS drivers determine the optimal way to deliver and pick-up packages within a set of stops defined by start time, commit time, pick-up windows and special customer needs. The system relies on online map data, customized by UPS, to calculate miles and travel time to plan the most cost-effective routes.

An Infrastructure for Orion Today

Today, ORION can solve an individual route in seconds and is constantly running in the background evaluating routes before drivers even leave the facility. This level of route evaluation conducted through the ORION program requires extensive hardware and architectural provisions. Running on a bank of servers, ORION is constantly evaluating the best way for a route to run based on real-time information. While most of America is sleeping, ORION is solving tens of thousands route optimizations per minute. In addition to architectural enhancements, the drivers' Delivery Information Acquisition Device (DIAD) is enhanced to serve as the tool for

		<p>communicating optimized routes to drivers while on the road.</p> <p>Results with Orion</p> <p>In 2016, we completed deployment of ORION to 100 percent of U.S. routes targeted for implementation. Since beginning deployment in 2013, we have reduced the distance driven by our drivers by 210 million miles, achieving a 210,000 metric tons cumulative reduction in CO2 emissions and realized annual cost savings of US \$400 million.</p> <p>UPS is currently in the process of rolling out an upgrade to ORION called "dynamic ORION". The new features present our drivers with re-optimized routes based on changing conditions and provide them turn-by-turn directions to reduce excess miles. This has enabled UPS to reduce routes by an average of 2-4 miles per day.</p>
<p>40</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Since 2003, UPS has been reporting on our sustainability efforts, offering a comprehensive look into our progress, challenges and opportunities. Our latest Sustainability Report, Accelerating Sustainable Solutions, showcases efforts during 2019. Some of the sustainability efforts include:</p> <ul style="list-style-type: none"> • Collaborated with TerraCycle to launch Loop, a circular economy model to eliminate single-use packaging in consumer packaged goods. • Continued to take control of new, fuel-efficient Boeing 747-8 air freighters. • Collaborated with city officials to continue developing sustainable urban delivery solutions, including introducing eBikes in multiple cities. • Continued innovating last-mile delivery options by launching UPS Flight Forward™ drone airline, one of the first certified by the U.S. Federal Aviation Administration (FAA). • Published our first-ever Sustainability Accounting Standards Board (SASB) Report, enhancing ESG disclosure for investors. Examples of major external initiatives can be found on page 4, section 102-12 in the link below. <p>https://about.ups.com/content/dam/upsstories/assets/reporting/2019-UPS-Corporate-Global-Reporting-Initiative-GRI-Content-Index.pdf</p> <p>In 2020, UPS broadened its ESG vision and outlined new goals that provide a road map to carbon neutrality by 2050. Milestones on our journey to zero include the following targets:</p> <p>By 2025</p> <ul style="list-style-type: none"> o 25% renewable electricity for facilities o 40% alternative fuel purchases as a percent of total ground fuel <p>By 2035</p> <ul style="list-style-type: none"> o 30% sustainable aviation fuel o 100% renewable electricity for facilities o 50% reduction in CO2 per package delivered for global small package from a 2020 base year. <p>UPS strives not only to be a leader in global logistics, but also a leader in sustainability. We constantly review our processes to make sure we are reducing our environmental impact, which includes examining how we drive, fly and conduct business worldwide. UPS does more every year to be sustainable and demonstrate leadership in ways that matter to our stakeholders and the world at large. Our complete Sustainability Report can be viewed online at https://about.ups.com/us/en/social-impact.html</p> <p>We take a comprehensive approach to reducing greenhouse gas emissions, including all our operations as well as major portions of our value chain (including customers and suppliers) where we can help reduce GHG emissions in meaningful ways. Our GHG reduction strategy includes three components:</p> <p>Global transportation network:</p> <ul style="list-style-type: none"> • Reducing the miles we travel to accomplish any given level of shipping • Reducing the fuel required for that travel • Shifting travel to vehicles employing low-emission alternative fuels and advanced technology <p>Global facilities network:</p> <ul style="list-style-type: none"> • Reducing energy use in our facilities • Increasing the use of renewable energy <p>Customers and Suppliers:</p> <ul style="list-style-type: none"> • Operating an eco-efficient service network that reduces supply chain carbon emissions for an average of 9.4 million customers daily • Providing customers with related services that help them reduce their carbon impact • Working with suppliers to increase their emissions awareness and reduction capabilities. <p>The transportation component of our GHG reduction strategy includes a number of strategies that UPS has developed and refined for decades, including the six summarized below.</p> <p>Intermodal shifting – The various transport modes used in our sector have different energy intensities (energy required per unit of volume transported), ranging from aircraft at the high end to ships at the low end. UPS has focused for decades on using the most fuel-efficient transport mode or combination of modes to meet service requirements—and on being able to fluidly shift modes in real time to reduce energy intensity whenever possible.</p> <p>Optimized network - The UPS global logistics network handles all categories of service (express, ground,</p>

		<p>domestic, international, commercial and residential) through one integrated pickup and delivery service system. For comparison, some of our competitors employ parallel service networks in their operating regions to handle different categories of services, which means they may dispatch multiple vehicles to a customer location on the same day. The UPS network eliminates this redundancy and its associated environmental impact.</p> <p>Air fleet efficiencies - Because air transport is more energy intensive than other modes, it contributes the largest portion of our carbon footprint. Measuring, managing and mitigating the environmental impact of air transport is critical to overall carbon impact, just as transparent reporting on these activities is critical to a full understanding of environmental responsibility in our industry.</p> <p>Ground fleet efficiencies - We have spent decades honing our ability to optimize fuel efficiency for our vehicles and optimize the behavior of our drivers. Owning our fleet enables us to multiply these gains by tens of thousands of vehicles every business day.</p> <p>Full integration of technology and human factors - We empower everyone to make greenhouse gas reduction a successful priority, so that our investments in technology can pay off. We train each other constantly in how to use our assets more efficiently, we share ideas from the ground up and the top down and we apply innovations throughout our business once we know they work.</p> <p>Continual innovation - UPS has dedicated teams focused on engineering innovations that help reduce energy consumption and emissions. UPS's smart logistics network refers to our digitally and physically connected facilities, fleet, and information systems. Using real-time data, artificial intelligence, machine learning, and other technology, we will optimize tracking and processing of packages and freight, and synchronize our transportation fleet. The Smart Global Logistics Network enables us to drive operational and sustainable improvements for our business, and provide greater accuracy and speed for our customers from pickup to the final mile. Good ideas keep coming, because we never stop looking for them.</p>
41	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<ul style="list-style-type: none"> • 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.
42	<p>Describe 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 of certification (as applicable) in the document upload section of your response.</p>	<p>UPS is a publicly traded company and as such does not have any of the referenced certifications. However, UPS provides access and equal opportunity to diverse suppliers and promote and develop these suppliers within and outside our organization. We are committed to ensuring that our Supplier Diversity Process strengthens the small, minority-owned, woman-owned and other diverse businesses that drive economic development in the communities we serve.</p> <ul style="list-style-type: none"> • Our business strategy encourages our supply chain to reflect the diversity of the communities we serve. • We help ensure that qualified small businesses and diverse firms have the resources and access they need to successfully compete for our business. • By working with suppliers who reflect the markets we serve, we see a wealth of benefits: it helps build customer loyalty, contributes to economic development of communities, and provides the expertise and innovation we need to outperform the competition. That is why we are committed to building a diverse and inclusive supply chain. <p>SUPPLIER DIVERSITY INVOLVEMENT IN THE COMMUNITY</p> <p>UPS partners with many diverse organizations and federal agencies around the country including, but not limited to the following organizations:</p> <ul style="list-style-type: none"> • Disability:IN • National LGBT Chamber of Commerce (NGLCC) • National Minority Supplier Development Council (NMSDC) • National Veteran Business Development Council (NVBDC) • National Veteran-Owned Business Association (NaVOBA) • WEConnect International • Women's Business Enterprise National Council (WBENC)
43	<p>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?</p>	<p>SINGLE DRIVER ADVANTAGE</p> <p>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.</p> <p>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.</p> <p>WEEKEND SERVICES FOR BUSINESSES</p> <ul style="list-style-type: none"> • Saturday Pickups - With Saturday pickups, eligible ground shipments will reach your customers on Monday. UPS will pick up services on Saturday, so shipments can reach their destinations one day sooner. • Saturday Commercial Deliveries - UPS now offers Saturday commercial delivery for select services where available.

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
44	Describe any performance standards or guarantees that apply to your services	<p>UPS small package delivery services are subject to a money-back guarantee as set forth in the UPS Rate & Service Guide and UPS Tariff/Terms & Conditions of Service in effect at the time of shipping. When available, if UPS fails to attempt delivery within the guaranteed time, we will, on request, refund or credit the account with the shipping charges (or the proportionate part of those where only some of the packages in a shipment fail to meet the applicable time), provided that the conditions identified in our UPS Rate & Service Guide and UPS Tariff/Terms & Conditions of Service at https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf and www.ups.com/terms are met. The guarantee does not apply when late delivery results from the package not complying with the service restrictions and conditions set out in our terms and conditions of carriage, from events beyond our control (force majeure) or due to any suspension of carriage or the exercise of any lien in accordance with our terms and conditions. The authorized user must request a guaranteed service refund within the timeframe required under our standard commercial terms and conditions.</p> <p>Note that our current standard commercial timeframe to request a guarantee service refund is 15 days from the date of the scheduled delivery.</p>
45	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>UPS small package delivery services are subject to a money-back guarantee as set forth in the UPS Rate & Service Guide and UPS Tariff/Terms & Conditions of Service in effect at the time of shipping. When available, if UPS fails to attempt delivery within the guaranteed time, we will, on request, refund or credit the account with the shipping charges (or the proportionate part of those where only some of the packages in a shipment fail to meet the applicable time), provided that the conditions identified in our UPS Rate & Service Guide and UPS Tariff/Terms & Conditions of Service at https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf and www.ups.com/terms are met. The guarantee does not apply when late delivery results from the package not complying with the service restrictions and conditions set out in our terms and conditions of carriage, from events beyond our control (force majeure) or due to any suspension of carriage or the exercise of any lien in accordance with our terms and conditions. The authorized user must request a guaranteed service refund within the timeframe required under our standard commercial terms and conditions.</p> <p>Note that our current standard commercial timeframe to request a guarantee service refund is 15 days from the date of the scheduled delivery.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
46	Describe your payment terms and accepted payment methods?	<p>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.</p> <p>P-Cards (purchasing cards) which are treated similar to credit cards. Credit cards can be used in three ways:</p> <ul style="list-style-type: none"> • Via the UPS Billing Center • Through UPS CampusShip or UPS InternetShip at time of shipment processing • Through an auto-payment enrollment with UPS billing department • Electronic Funds Transfer <ul style="list-style-type: none"> o Via the UPS Billing Center o Through an auto-payment enrollment with UPS billing department • Check <ul style="list-style-type: none"> o Sent via mail service along with remittance stub
47	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.
48	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Standard documents included here and are attached in the document section of this RFP response.</p> <ul style="list-style-type: none"> • Current Sourcewell Participation Addendum – Participating Entities filled out this form and submit it to UPS when there is member that is interested in getting set up for UPS service. • UPS Rate and Service Guide • UPS Tariff/Terms and Conditions
49	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, P- Cards are accepted. Currently, there is no additional cost to Participating Entities for using them. UPS does reserve the right to re-evaluate should changes be needed.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
50	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>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.</p> <p>Participating Entities will receive a discount off UPS published rates found in our UPS Daily Rate and Service Guide at the time of shipping - https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf. Sourcwell is receiving a set of custom rate charts 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, box dimensions and service level.</p> <p>UPS prefers to save both Sourcwell and UPS from the administrative burden of adding and deleting services and other fees and charges to and from the contract. UPS will use the Price and Product change request process to request price increases on the base transportation rate incentives only. All other fees and charges will be subject to the Rate and Service Guide, which is subject to change, in effect at the time of shipping.</p>
51	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.	<p>Sourcwell 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, box dimensions and service level.</p> <p>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.</p>
52	Describe any quantity or volume discounts or rebate programs that you offer.	<p>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.</p>
53	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. 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.	<p>PS’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.</p>
54	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.	<p>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. There could be cost associated with certain types of training (i.e. HAZMAT/Dangerous Goods), and would depend on a number of factors including type of training, number of persons, etc.</p> <p>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.</p>
55	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>In addition to our drivers, UPS offers customers a wide range of access points through drop boxes, retail outlets, and 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.</p>

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
56	d. other than what the Proposer typically offers (please describe).	<p>Pricing offered in this proposal is competitive and based on the total size of the opportunity presented to UPS in the Solicitation Details (II-E) of the RFP.</p> <p>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 fees and charges identified in UPS's Rate & Service Guide, which is subject to change, in effect at the time of shipping.</p>

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
57	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Alignment - Each customer that is added to any Sourcewell agreement is also added to a database that is used to report 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.</p> <p>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.</p>
58	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	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.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sourcewell will receive an administrative fee based on 2.0% 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 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>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. 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.</p> <p>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 made to the general public, at the time of shipping to our government customers. Below is a list of services from our current 2021 Rate and Service Guide.</p> <p>UPS Next Day Air Early -</p> <ul style="list-style-type: none"> • Service Description - Guaranteed overnight, first of day service, as early as 8:00 A.M., to the 48 contiguous U.S. states and limited addresses in Anchorage, Alaska. • Time in Transit - 1 Business Day, as early as 8:00 A.M., depending on origin/destination

- Area Coverage - US 48 contiguous states and limited addresses in Anchorage, Alaska

UPS Next Day Air

- Service Description - Guaranteed next business day delivery by 10:30 a.m., 12:00 p.m. or end of day, depending on destination, to all 50 states and Puerto Rico. UPS Next Day Intra is the name for this service in Puerto Rico.
- Time in Transit - 1 Business Day, 10:30 a.m. (some extended areas by noon and end of day)
- Area Coverage - US 50 states and Puerto Rico

UPS Next Day Air Saver

- Service Description - Guaranteed overnight afternoon delivery throughout the U.S. 48 contiguous states.
- Time in Transit - 1 Business Day, 3:00 p.m. or 4:30 p.m. to commercial destinations where UPS Next Day Air delivery is committed by 10:30 a.m. or noon, respectively; residential by end of day
- Area Coverage - US 48 contiguous states

UPS 2nd Day Air A.M

- Service Description - Guaranteed delivery, by the morning of the second business day, to commercial destinations in the U.S. 48 contiguous states and selected locations in Anchorage, Alaska.
- Time in Transit - 2 Business Days, 10:30 a.m. (some extended areas by 12:00 p.m.)
- Area Coverage - US 48 contiguous states

UPS 2nd Day Air

- Service Description - Guaranteed delivery, by the end of the second business day, throughout the U.S. and Puerto Rico.
- Time in Transit - 2 Business Days, End of Day
- Area Coverage - US 50 states and Puerto Rico

UPS 3 Day Select

- Service Description - Guaranteed delivery, by the end of the third business day, throughout the U.S. 48 contiguous states.
- Time in Transit - 3 Business Days, End of Day
- Area Coverage - US 48 contiguous states

3 Day Select (Canada to US)

- Service Description - A guaranteed, day-definite service. Shipments are typically delivered by the end of the third business day. Service is only valid from Canada to the US 48 contiguous states.
- Time in Transit - 3 Business Days, End of Day
- Area Coverage - Canada to US 48 contiguous states (Import Only)

UPS Ground

- Service Description - Guaranteed, cost-effective, day-definite delivery typically within one to five business days to all 50 states and Puerto Rico. UPS Ground is an economical choice for all routine shipments.
- Time in Transit - 1 to 5 Business Days, End of Day, depending on origin/destination
- Area Coverage - US 50 states and Puerto Rico

UPS Ground on Saturday

- Service Description - UPS Ground delivery and pickup service on Saturday to eligible postal zips within the United States. UPS Ground on Saturday is an economical choice for all routine shipments.
- Time in Transit - 1 – 5 Business Days, End of Day
- Area Coverage - Available in select destination zip codes

UPS Hundredweight Service

- Service Description - Guaranteed, reliable, cost-effective delivery for non-palletized, multiple package shipments sent to a single address on the same day. Time-definite or day-definite delivery within 1 to 5 business days depending on level of service. Ideal for scheduled pickup customers with frequent shipments of more than 100 pounds. Available with UPS Next Day Air®, UPS Next Day Air Saver®, UPS 2nd Day Air A.M.®, UPS 2nd Day Air®, UPS 3 Day Select®, and UPS Ground.
- Time in Transit - 1-5 Business Days, Matches single package service offerings
- Area Coverage - Matches single package service offerings

UPS Worldwide Express Plus

- Service Description - UPS Express Plus is UPS's premier international express shipping solution, available to major cities in 56 countries around the world. It guarantees customers will have their shipment early in their business day. It is an ideal service for customers who need their shipment as soon as possible.
- Time in Transit - To Canada: 1 Business Day, 8:30, 9:00, or 11:00 a.m.; To Europe: 2 Business Days, 9:00 or 11:00 a.m.; To Asia: 2-3 Business Days, 9:00 or 11:00 a.m.
- Area Coverage - All UPS origins to 56 countries

UPS Worldwide Express

- Service Description - UPS Express is UPS's premium, time-committed small package express service, serving 121 countries worldwide. Time-definite delivery is guaranteed in 1-3 business days, typically by 10:30 a.m. or noon. In limited areas, the time commit is 2pm. For worldwide shipments to Europe, UPS has a competitive advantage of delivering by 10:30 a.m. in 29 cities, while DHL and FedEx express services have noon or EOD commitments in those cities.
- Time in Transit - 1-3 Business Days, 10:30 a.m. or 12:00 p.m. (limited areas 2 p.m.)
- Area Coverage - All UPS origins to 121 countries

UPS Worldwide Express Saver

- Service Description - UPS Express Saver is UPS's day-definite small package express service. Whether worldwide, transborder or domestic, service is guaranteed by end-of-day in typically 1-3 business days.

		<ul style="list-style-type: none"> • Time in Transit - 1-3 Business Days, End of Day, depending on origin/destination • Area Coverage - All UPS origins to all UPS destinations <p>UPS Expedited</p> <ul style="list-style-type: none"> • Service Description - UPS Expedited is a deferred, international small package service that is guaranteed in 2-5 business days by end of day (guarantee applicable to U.S. and Canada payors only). • Time in Transit - 2-5 Business Days, End of Day, depending on origin/destination • Area Coverage - From 80 countries to more than 220 countries and territories <p>UPS Standard / Worldwide Standard</p> <ul style="list-style-type: none"> • Service Description - UPS Standard is a small package, "non-express", "deferred", day-definite, ground service available in North America and Europe. • Time in Transit - 1-8 Business Days, End of Day, depending on origin/destination • Area Coverage - North America (between US, Canada and Mexico), Europe domestic, transborder, and worldwide lanes between Norway, Switzerland, and the EU. 	
61	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.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
62	Shipment or delivery of letters, parcels, and packages	<input checked="" type="radio"/> Yes <input type="radio"/> No	See response to question 60. *
63	Shipment or delivery of heavyweight items and freight	<input type="radio"/> Yes <input checked="" type="radio"/> No	Individual packages weighing over 150 lbs, individual packages over 108 inches in length, and individual packages over 165 inches in length plus girth as defined by the UPS rate and service guide in effect at the time of shipping are not included in this RFP response. *
64	Products and accessorial services related to the shipment or delivery services described in Lines 62 and 63 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	For the purposes of this RFP response, the charges for the pickup options below are waived Pick Up Options Daily Pickup Daily On Route UPS Smart Pickup Day-Specific Pickup- 4 Days Day-Specific Pickup- 3 Days Day-Specific Pickup- 1 or 2 Days

Table 15: Industry Specific Questions

Line Item	Question	Response *
65	Describe any maximum weight or dimension limitations applicable to the services offered.	<p>UPS has established specific weight and size limits for the packages that one sends with all UPS services. The restrictions below only pertain to individual packages. There are no limits to the total weight of your shipment or the total number of packages in your shipment. Shipments larger than the limits listed below are outside the scope of this contract.</p> <ul style="list-style-type: none"> • Packages can be up to 150 lbs. • Packages can be up to 165 inches in length and girth combined - length plus girth [(2 x width) + (2 x height)] • Packages can be up to 108 inches in length. • Packages with a large size-to-weight ratio require special pricing and dimensional weight calculations. <p>Dimensional weight reflects package density, which is the amount of space a package occupies in relation to its actual weight. Dimensional weight may apply to all UPS domestic and international package services. Determine the package dimensions in inches. For each dimension, measure at the longest point, rounding each measurement to the nearest whole number (for example, 1.00 to 1.49 will be considered 1, and 1.50 to 1.99 will be considered 2). The minimum measurement for each dimension is 1 inch.</p> <p>All shipments under any resulting contract will be subject to the UPS Rate & Service Guide, in effect at the time of shipping. Additional restrictions may apply to certain services. Additional fees and charges may apply due to size, weight, dimensions or other characteristics.</p>
66	Describe available access points for tendering shipments within your service offerings.	In addition to our drivers, UPS offers customers a wide range of access points through drop boxes, retail outlets, and 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. http://www.ups.com/dropoff?loc=en_US

<p>67</p>	<p>Identify your capabilities and associated charges, fees, or penalties, related to special pick-up, handling, and delivery service requests, including expedited or weekend services, address corrections, undelivered or refused shipments, or returns.</p>	<p>For the purposes of this RFP response, the charges for the pickup options below are waived -</p> <p>Pick Up Options</p> <p>Daily Pickup Daily On Route UPS Smart Pickup Day-Specific Pickup- 4 Days Day-Specific Pickup- 3 Days Day-Specific Pickup- 1 or 2 Days</p> <p>For a complete list of capabilities and associated charges, fees, or penalties, related to special pick-up, handling, and delivery service requests, including expedited or weekend services, address corrections, un-delivered or refused shipments, or returns, please reference the UPS Rate & Service Guide, in effect at the time of shipping. All shipments are governed by the Tariff/Terms and Conditions of Service, in effect at the time of shipping. https://www.ups.com/assets/resources/media/en_US/daily_rates.pdf</p>
<p>68</p>	<p>Identify your capabilities and associated charges, fees, or penalties, related to shipping or delivery of hazardous or biological materials, dangerous goods, or firearms.</p>	<ul style="list-style-type: none"> • Dangerous Goods <p>Per the UPS Tariff/Terms and Conditions of Service, located at www.ups.com/terms, UPS currently transports hazardous materials within and between the U.S. and Puerto Rico. UPS handles all shipments containing hazardous material or dangerous goods in accordance with the requirements as outlined in the applicable governing regulations, including but not limited to Title 49 of the Code of Federal Regulations (49 CFR) containing hazardous material or dangerous goods under this service. We are able to carry hazardous materials for our customers as a contract service under the provisions set forth in the UPS standard form Agreement for Transportation of Hazardous Materials (Agreement). To receive hazardous materials service, the account holder must sign a contract for shipping service with UPS.</p> <p>As a transportation company, UPS is obligated to comply with all governmental laws and regulations relating to the transportation of Hazardous Materials. Such laws and regulations are issued by the Department of Transportation (D.O.T.), International Civil Aviation Organization (ICAO) and other regulatory bodies to ensure the safe transportation and offering for transportation of Hazardous Materials/Dangerous Goods using all modes, including highway, air, and rail.</p> <p>UPS Hazardous Materials Contract Service provides a standardized and more efficient method of handling hazardous materials in a compliant manner. The service is designed to maximize the benefit to customers while minimizing the risks associated with these types of shipments. Due to heightened security concerns, greater scrutiny is being given to shipment content. In order to ship hazardous materials/dangerous goods with UPS, you must enter into an Agreement that ensures compliance with applicable Regulations as well as UPS carrier requirements. This Agreement covers the tendering of U.S. domestic and U.S. origin International Dangerous Goods (IDG) shipments to UPS.</p> <p>Details regarding specific types of shipments can be found in the UPS Rate & Service Guide and Tariff/Terms and Conditions of Service, in effect at the time of shipping.</p> <p>Fees referenced below and from the most recent UPS Rate & Service Guide and UPS Tariff/Terms and Conditions of Service and are subject to change.</p> <p>Dry Ice Description</p> <ul style="list-style-type: none"> - Most non-Dangerous Goods shipments containing dry ice are accepted, without requiring the shipper to enter into the UPS Dangerous Goods Agreement (contract). - Prepare and process these packages through WorldShip or UPS CampusShip shipping systems, UPS Developer Kit or an approved UPS Ready solution. - The IATA "Shipper's Declaration for Dangerous Goods" is not required for domestic shipments of non-Dangerous Goods packed in dry ice. Title 49 C.F.R. Shipping Papers are only required for non-medical shipments containing more than 5.5 pounds of dry ice. - International dry ice shipping is available on a contractual basis only. - For more information, visit ups.com or call the Hazardous Materials Support Center at 1-800-554-9964 <p>Dangerous Goods (Hazardous Materials) Description</p> <ul style="list-style-type: none"> • UPS accepts Hazardous Materials only from customers with a UPS Dangerous Goods Agreement (contract) in effect and a Scheduled Pickup account, and then for transport only within and between all 50 states and Puerto Rico. • Materials prepared in accordance with Title 49 C.F.R. 173.4 Small Quantities for highway and rail, 173.4a Excepted Quantities, and 173.4b de minimis exceptions; and Excepted Quantities, as defined in the International Air Transport Association (IATA) 2.7, may be shipped without a Hazardous Materials contract in the 50 states and Puerto Rico. • International Dangerous Goods (IDG) shipments requiring "Shipper's Declaration for Dangerous Goods," as defined under the International Civil Aviation Organization (ICAO) and published in the International Air Transport Association (IATA) "Dangerous Goods Regulations," are accepted for transportation only as a contractual service.

- Excepted Quantities require a contract for International Dangerous Goods (IDG) service but are not subject to the additional International Dangerous Goods (IDG) charge.
 - UPS accepts International Dangerous Goods (IDG) only for transportation within and between defined international service areas. For valid countries and territories, see ups.com/approved countries.
 - Domestic Air*, International Air* and UPS Worldwide Express Freight Services Dangerous Goods are rated based on the class of the commodity being shipped. If a package or shipment contains any Accessible Dangerous Goods commodities or the shipper fails to identify the class of the commodity, the Accessible charge will apply.
 - Accessible Dangerous Goods: Class 1.4 Explosives, Class 2.1 Flammable Gas, Class 2.2 Non-Flammable Gas in Cargo Aircraft Only (CAO) quantities, Class 3 Flammable Liquid, Class 4 Flammable Solid, Dangerous When Wet, Class 5 Oxidizers and Organic Peroxides, and Class 8 Corrosives.
 - Inaccessible Dangerous Goods: Class 2.2 Non-Flammable Gas in Passenger (PAX) and Limited (LQ) quantities, Class 6 Toxic and Infectious Substances, Class 7 Radioactive Material and Class 9 Miscellaneous Dangerous Substances.
- For additional information, call the Hazardous Materials Support Center at 1-800-554-9964.

Fees -

- Package
- UPSR Ground: \$39.00
- UPSR Standard to/from Canada: the greater of \$46.40 per shipment or \$5.27 per Dangerous Goods package Domestic and International Air Services Accessible Dangerous Goods
- UPS Domestic Air Services*: \$115.00 per package
- UPS International Air Services*: the greater of \$171.00 per shipment or \$20.53 per Dangerous Goods package
- UPS Worldwide Express Freight Services: the greater of \$171.00 per shipment or \$0.93 per lb.

Inaccessible Dangerous Goods

- UPS Domestic Air Services*: \$54.50 per package
- UPS International Air Services*: the greater of \$85.50 per shipment or \$10.26 per Dangerous Goods package
- UPS Worldwide Express Freight Services: the greater of \$85.50 per shipment or \$0.47 per lb.

• Firearms

UPS accepts Packages containing firearms or ammunition only pursuant to the following limitations. 3.7.1 Firearms UPS accepts packages containing firearms (as defined by Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code) only (a) between licensed importers, licensed manufacturers, licensed dealers, and licensed collectors (as defined in Title 18, Chapter 44 of the United States Code), and government agencies; and (b) where not otherwise prohibited by federal, state, or local law from (i) an individual to a licensed importer, licensed manufacturer, licensed dealer or licensed collector; and (ii) from a licensed importer, licensed manufacturer, licensed dealer, or licensed collector to an individual. The Shipper shall comply with and shall ensure that each Shipment containing firearms complies with all federal, state, and local laws applicable to the Shipper, recipient, and Package, including, without limitation, age restrictions.

- The Shipper must use Delivery Confirmation Adult Signature Required and Direct Delivery Only services for each Package containing a firearm (including handguns). UPS, in its sole and unlimited discretion, may require the Shipper to select a UPS Next Day Air® delivery service for any Package containing a firearm. Handguns (as defined by 18 U.S.C. § 921) will be accepted for transportation only via a UPS Next Day Air delivery service.
- Firearms (including handguns) are accepted for transportation only via Scheduled Pickup Service or at a UPS Customer Center. Firearms (including handguns) are not accepted for transportation via UPS Drop Boxes or in response to a request for UPS On-Call Pickup® service, and are not eligible for Delivery Change Requests (including, but not limited to, requests reroute) or UPS My Choice® requests, or drop-off or pickup at UPS Access Point® locations or Third Party Retailers. UPS Returns® Services are not available for Packages containing firearms.

		<ul style="list-style-type: none"> - Firearm parts, which do not constitute firearms as defined under federal law (including without limitation Title 18, Chapter 44, and Title 26, Chapter 53 of the United States Code), and which otherwise comply with federal, state, and local law, will be accepted for transportation. - Firearms (including handguns) and firearm parts are not accepted for shipment internationally. Replicas or simulated firearms are not accepted for shipment internationally except as a contractual service. • Ammunition UPS accepts ammunition for transportation where such ammunition constitutes "cartridges, small arms," as defined in 49 C.F.R. § 173.59. The Shipper shall comply with and shall ensure that each Shipment containing ammunition complies with all federal, state, and local laws applicable to the Shipper, recipient, and Package, including, without limitation, age restrictions. - Ammunition will be transported only when packaged and labeled in compliance with 49 C.F.R. § 172 (Hazardous Materials), and must be shipped in accordance with the UPS Guide for Shipping Ground and Air Hazardous Materials. <p>Ammunition may not be shipped in the same package as a firearm - To meet the exception for Limited Quantity, ammunition can be shipped via UPS Ground only within the 48 contiguous United States or UPS Ground Intra-Oahu and Intra-Alaska. All other allowable ammunition Shipments are accepted only on a contractual basis, and must be prepared under the rules for a fully regulated hazardous material. See further details in Section 3.11 ("Limited Quantity Packages"). - Ammunition is not accepted for shipment internationally.</p> <ul style="list-style-type: none"> • Biologicals UPS accepts Packages containing "Biological Substance, Category B" as defined in 49 C.F.R. § 173.134, which are prepared in accordance with all aspects of 49 C.F.R. § 173.199. Transportation of other biological materials is limited, must be prearranged, and will only be provided under the following conditions: the Shipper has received prior written authorization from UPS for the specific Package tendered; and the Shipper requests service in accordance with the conditions set forth in the written authorization from UPS for the Package tendered. Any Package containing biological materials shall be considered a Perishable Commodity. <p>The information provided above is from current UPS Tariff/Terms and Conditions of Service and is subject to change.</p>
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Table 16: 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](#) - Sourcewell RFP #090121 Rate Chart - Final (2).xlsx - Tuesday August 31, 2021 11:49:55
 - [Financial Strength and Stability](#) - UPS Financial Information.pdf - Wednesday August 11, 2021 08:46:12
 - Marketing Plan/Samples (optional)
 - WMB /MB /SB or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - UPS Customer Agreement for Sourcewell Members raft.docx - Monday August 30, 2021 10:51:35
 - [Upload Additional Document](#) - Sourcewell RFP Response Documents - UPS Tariff_Terms and Conditions, UPS Rate and Service Guide, UPS Exceptions to Contract Template, UPS Technology Agreement, GRI Content Index.zip - Monday August 30, 2021 11:21:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

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 contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
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 exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. 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 or the Canadian 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. - Joseph Miller, Sales Support Manager, 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 contractual obligations contemplated in the bid.

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
Addendum_5_Express_Courier_RFP_090121 Wed August 25 2021 06:59 PM	<input checked="" type="checkbox"/>	2
Addendum_4_Express_Courier_RFP_090121 Wed August 18 2021 05:36 PM	<input checked="" type="checkbox"/>	1
Addendum_3_Express_Courier_RFP_090121 Sun August 8 2021 09:33 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Express_Courier_RFP_090121 Mon August 2 2021 05:17 PM	<input checked="" type="checkbox"/>	2
Addendum_1_Express_Courier_RFP_090121 Wed July 28 2021 05:58 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT
TO
CONTRACT #090121-UPS**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **United Parcel Service, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Express Courier and Ground Delivery Logistics Services, to Sourcewell and its Participating Entities, effective March 3, 2022, through November 11, 2025 (Agreement).

The parties agree that Article 13 A. Intellectual Property, is deleted in its entirety and replaced with the attached and incorporated Trademark License Agreement.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
Jeremy Schwartz
By: 22637679999048F...
Jeremy Schwartz Director of Operations/CPO
8/30/2022 | 7:16 PM PDT
Date: _____

United Parcel Service, Inc.

DocuSigned by:
Richard Wegner
By: DAAAEEA918C8B4AD...
Richard Wegner, Sales Support Manager
9/1/2022 | 5:39 AM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
By: 48104775760648C...
Chad Coauette, Executive Director/CEO
8/30/2022 | 2:00 PM PDT
Date: _____



CONTRACT EXTENSION

Contract Number: 090121-UPS

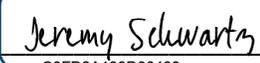
Sourcewell	and	UPS	
202 12th Street Northeast		55 Glenlake Pkwy	
P.O. Box 219			
Staples, MN 56479		Atlanta, Georgia	30328-3474
(Sourcewell)		(Vendor)	

have entered into Contract Number: 090121-UPS
for the procurement of: Express Courier and Ground Delivery Logistics Services

The Contract has an expiration date of 2025-11-11 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-11-11 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

Signed by:

C0FD2A139D06489
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

1/11/2025 | 5:51 AM CST
Date

DocuSigned by:

D1D5D58089C2458...
 Authorized Signature

Ben Pena
Name

Enterprise Account Executive
Title

1/16/2025 | 12:20 PM CST
Date



RFP #090121
REQUEST FOR PROPOSALS
for
Express Courier and Ground Delivery Logistics Services

Proposal Due Date: September 1, 2021, 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 contracting 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 September 1, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 14, 2021
Pre-proposal Conference:	August 10, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	August 25, 2021, 4:30 p.m., Central Time
Proposal Due Date:	September 1, 2021, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 1, 2021, 6:30 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 contract 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, 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 contract expanding the reach of contracted 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 CONTRACTS

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

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

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- 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;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

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 contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts 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 the United States each state-level procurement department receives notice for possible re-posting.

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

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 that 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, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Express Courier and Ground Delivery Logistics Services, including:

- a. All categories and methods of air and ground shipment or delivery of letters, parcels, packages, heavyweight items, and freight, whether outbound or inbound; and,
- b. Products and accessorial services related to the shipment or delivery services described in Section 1. a. above.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

- a. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP #110520).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products, and services to result in a complete solution that fully meets a Participating Entity's needs. However, less than turn-key solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to perform a portion of the needed services.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. 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 contract.

Sourcewell desires 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. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with up to two optional one-year extensions that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts 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 contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract 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 contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts 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. 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.
3. 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.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract 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 services. Each line must indicate the proposer's published "List Price," as well as the "Contract 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 Contract 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 contracted 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 are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted 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. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract 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 request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. 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 Sourcewell will be included in the contract document provided to the awarded supplier for signature.

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell 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 Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask

questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier 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 Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell 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 Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

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

Before a proposal will be accepted through the Sourcewell 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 Sourcewell 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 Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier 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:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell 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 Supplier 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 contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 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 electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts 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 Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

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

B. AWARD(S)

Award(s) will be made to the 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	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	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 no later than 10 calendar days’ following Sourcewell’s notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. 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 contract, 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 contracts 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 contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract 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 Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



7/28/2021

Addendum No. 1

Solicitation Number: RFP 090121

Solicitation Name: Express Courier and Ground Delivery Logistics Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can you provide historical data of freight volumes and lanes used. I was told to refer to commonly asked questions section, but I don't find that section within the bid.

Answer 1:

Historical data on freight volumes or lanes is not maintained by Sourcewell. Each Sourcewell solicitation results in one, or more, new contract award(s) that are separate and distinct from any previous solicitation. Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or historical data.

A Frequently Asked Questions guide has been posted to the home page of the Sourcewell Procurement Portal, in the "Resource Materials" section, for reference.

Question 2:

Who is the incumbent for this contract?

Answer 2:

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, navigate to the page on the Sourcewell website at the following address: <https://www.sourcewell-mn.gov/contract-search> and enter the relevant search term.

Question 3:

What is the current contract number?

Answer 3:

Refer to Answer No. 2 above. A currently active contract offering similar solutions is 091416-UPS.

Question 4:

Is the bid for Express Courier just for the State of Minnesota?

Answer 4:

No. Refer to RFP Section I. B. – Use of Resulting Contracts, for additional detail on Sourcewell Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 090121 posted to the Sourcewell Procurement Portal on 7/28/2021, is required at the time of proposal submittal.



8/2/2021

Addendum No. 2

Solicitation Number: RFP 090121

Solicitation Name: Express Courier and Ground Delivery Logistics Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The current RFP schedule provides one week between the due date for the submission of questions and the final submission of the RFP. Will Sourcewell consider extending the response deadline to allow more time between the question deadline and due date?

Answer 1:

No extension of the proposal due date is contemplated at this time.

Question 2:

Should a proposer attach a separate document to their response for exceptions to terms and conditions if the number of their exceptions exceed the number allowable in the system?

Answer 2:

Refer to RFP Section IV – Contract for guidance on requesting a modification to the Sourcewell contract template. Questionnaire Table 16 (Exceptions to Terms, Conditions, or Specifications) is configured to allow up to 15 rows of data. It is left to the discretion of the proposer to determine the manner of communicating contract exceptions if the number of exceptions exceeds the questionnaire table as configured in the Portal platform.

Question 3:

The proposal could be regionally located to counties. Can my company submit a proposal for one county only?

Answer 3:

The Sourcewell solicitation is an open competitive process. A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP. For additional guidance, refer to the Frequently Asked Questions guide posted to the homepage of the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 090121 posted to the Sourcewell Procurement Portal on 8/2/2021, is required at the time of proposal submittal.



8/8/2021

Addendum No. 3

Solicitation Number: RFP 090121

Solicitation Name: Express Courier and Ground Delivery Logistics Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

With carbon pricing changing, is there a way to propose a fuel surcharge?

Answer 1:

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 articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

If toll roads come online in the future is there a way to redeem this cost or get an exemption?

Answer 2:

Refer to the Sourcewell contract template for detail on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

Question 3:

Are there any minimum vehicle requirements (i.e., food grade with reefers or heaters)?

Answer 3:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications. A proposer is allowed to propose the entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Question 4:

Is there a way to get the expected volume of freight by zone or region?

Answer 4:

Refer to Answer No. 3 above.

Question 5:

if volume, size, and weight of freight is unavailable is pricing by the mile or kilometer acceptable?

Answer 5:

Refer to Answer No. 1 above.

Question 6:

Who makes the call when the weather is too unsafe to put drivers on the road?

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 articulate their ability to serve Sourcewell participating entities.

Question 7:

Is a focused courier service principally serving a single metropolitan area and the surrounding region eligible for award?

Answer 7:

A proposer is not required to serve every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 090121 posted to the Sourcewell Procurement Portal on 8/8/2021, is required at the time of proposal submittal.



8/18/2021

Addendum No. 4

Solicitation Number: RFP 090121

Solicitation Name: Express Courier and Ground Delivery Logistics Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there somewhere I can see a completed Sourcewell bid by a supplier with a subsidiary or division structure like ours [detail omitted]?

Answer 1:

In the competitive process, Sourcewell will not conduct research for, or identify resources that may be relevant to, a proposer. A proposer may review a sampling of past proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address: <https://www.sourcewell-mn.gov/contract-search> and use the list or search functions.

Question 2:

Regarding billing, who will we bill? Will we bill the participating entity, or will it be Sourcewell?

Answer 2:

Participating entities are solely responsible for payment. See template contract Section 6. A. – Orders and Payment, for additional guidance.

End of Addendum

Acknowledgement of this Addendum to RFP 090121 posted to the Sourcewell Procurement Portal on 8/18/2021, is required at the time of proposal submittal.



8/25/2021

Addendum No. 5

Solicitation Number: RFP 090121

Solicitation Name: Express Courier and Ground Delivery Logistics Services

Consider the following Amendment, and the Questions and Answers, to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

A typographical error has been identified in Article 1. Section C. – Survival of Terms, of the template contract that is posted to the solicitation bid details page in the Sourcewell Procurement Portal. To correct the error, the template contract is amended to read as follows (new text in ***bold italics***):

* * * *

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All ***other*** rights will cease upon expiration or termination of this Contract.

* * * *

The remainder of the RFP content remains unchanged.

Question 1:

Article 1, Section C of the proposed Contract lists Articles that will survive the expiration of the contract and then states, "All rights will cease upon expiration or termination of this Contract." Are there any rights contained the surviving Articles that Sourcewell expects to survive the expiration or termination of the Contract?

Answer 1:

Refer to the Amendment immediately above correcting a typographical error in the text of template contract Article 1. Section C. – Survival of Terms. A proposer may request a modification to the Sourcewell contract template with its proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process.

Question 2:

In Table 1, Question 2, should bidders limit their response to services offered in their proposal?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to determine the applicable content in response to Questionnaire Table 1, Question 2.

Question 3:

Is Table 12 provided to upload the rates or is there textual information Sourcewell requires in this field?

Answer 3:

Questionnaire Table 12 includes a field with a drop-down menu of content for the proposer to select.

End of Addendum

Acknowledgement of this Addendum to RFP 090121 posted to the Sourcewell Procurement Portal on 8/25/2021, is required at the time of proposal submittal.

Certificate Of Completion

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Status: Sent

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Document Pages: 71

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Procurement Resource Group

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730 2nd Ave. South 1st Floor

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Nashville, TN 37219

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Signature

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Daniel Harden

daniel.harden@nashville.gov

Security Level: Email, Account Authentication (None)

Daniel Harden

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Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication (None)

Dennis Rowland

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication (None)

Jenneen Reed/mjw

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Signed: 2/24/2026 2:58:25 PM

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Accepted: 2/24/2026 2:57:42 PM

ID: 8d87d5ec-e9e3-4655-9728-306d8ce142c1

Kelli Woodward

Kelli.Woodward@nashville.gov

Security Level: Email, Account Authentication (None)

Kelli Woodward

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Viewed: 2/24/2026 3:04:48 PM

Signed: 2/24/2026 3:05:11 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.191

Electronic Record and Signature Disclosure:

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Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/24/2026 3:05:17 PM
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/24/2026 9:32:50 AM
ID: b0b7ef04-518b-40a6-bd25-7b20b2d97b72

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 2/24/2026 3:04:48 PM
ID: 828a6fb9-8bfc-4389-bfbb-44ed79b1e72e

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle
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Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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ID: fc8a79e2-bc21-41d1-9e4a-70f3d20cd3fa

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

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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 asures, 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.

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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.

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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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