



RFP Response for State of Utah / NASPO ValuePoint

Solicitation # BC16018 – Technical Proposal





June 15, 2016

Brad Cummings
State Contract Analyst
State of Utah, Division of Purchasing and General Services
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114

Reference: Solicitation # BC16018

Dear Mr. Cummings:

FedEx understands the value NASPO ValuePoint provides participating states. As an existing carrier for NASPO ValuePoint, we understand this business and are eager to continue to offer the best-in-class service that you have come to trust and rely on during the last five years.

During this economy, we have worked with NASPO ValuePoint states and gained an understanding of the need to evaluate budgets and seek cost-efficient business solutions that help streamline spending and add value to the dollars spent for transportation.

FedEx is committed to continuing to provide exceptional value through:

- **Global reach, size and scope** – The unmatched FedEx worldwide network can connect NASPO ValuePoint States with markets and suppliers in more than 220 countries and territories. FedEx Ground provides low-cost, small-package shipping in the U.S. and Canada and provides delivery to every business address throughout all 50 states.
- **Dedicated government team** – Each NASPO ValuePoint participating state will have a dedicated FedEx Worldwide Account Manager serving as the single point of contact for FedEx. In addition, FedEx provides dedicated Government Customer Service resources through our toll-free Government Hotline 1.800.645.9424 or via email at govt@fedex.com.
- **Technological capabilities to streamline processes** – Each NASPO ValuePoint participating state has specific shipment-processing requirements, depending on its shipping profile and current systems. FedEx IT professionals can work with each state to ensure each has the shipping solution that meets their individual needs.

The enclosed RFP helps demonstrate why NASPO ValuePoint should continue your relationship with FedEx. As leaders in our respective industries, this relationship is a win-win for both companies.

I look forward to meeting with you to discuss this proposal and how FedEx can provide the solutions and value that NASPO ValuePoint requires. Thank you for your consideration.

Best regards,

Elaine Heath

Elaine Heath
FedEx Worldwide Account Manager



RFP Response for State of Utah / NASPO ValuePoint –

Solicitation BC16018

Presented to

Brad Cummings
State Contract Analyst
State of Utah, Division of Purchasing and General Services
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114
Email: bcummings@utah.gov
Phone: 1.801.538.3232

Contact

Elaine Heath
FedEx Worldwide Account Manager
FedEx Worldwide Government Sales
10585 Heater Court
San Diego, CA 92121
Email: elaine.heath@fedex.com
Phone: 1.858.450.9869

June 15, 2016



CONTENTS

Executive Summary	2
Part 1. State of Utah General Provisions	5
Part 2. Attachment A NASPO ValuePoint Master Agreement Terms and Conditions	9
Part 3. Attachment B: Standard Terms and Conditions for Services State of Utah Cooperative Contract	30
Part 4. Section 2.11: Required Format	38
Part 5. Section 4: Administrative and Technical Response Requirements	42
Appendix A. FedEx Operating Permits	100

EXECUTIVE SUMMARY

In fiscal year 2015, total state spending increased at its fastest rate since 1992, primarily due to growth in federal Medicaid funds resulting from the Affordable Care Act (ACA). Some analysts call for similar growth for the current fiscal year, but without doubt, continued growth depends on each state being vigilant in controlling costs.

With this as a goal, it's not surprising that more states have opted to participate in the NASPO ValuePoint Cooperative Purchasing Program. The program enables the 39 state governments participating to leverage combined volumes to achieve higher discounts on shipping volumes. FedEx has the network and experience to confidently deliver your small-package shipments.

Depend on FedEx for reliable delivery

FedEx has reviewed your organizations' needs and identified the following factors that make a strong case of why NASPO ValuePoint should continue its business with FedEx:

- A dedicated Government team who understands the requirements of the states.
- Automation and technology solutions to streamline processes and improve operational efficiencies.
- Cost competitive, value-driven shipping solutions.
- Commitment to environmentally sustainable business operations.

Manage your account with assistance from a dedicated government team

FedEx provides a specialized team of sales professionals, customer service representatives, IT experts, supply-chain consultants, marketing specialists, packaging engineers and inbound shipment specialists who understand government shipping needs and can provide proactive solutions designed for today's dynamic environment.

- **Dedicated sales support** – Because of the number of states participating in this agreement, it's important that you have both national and local support. Each participating state will have a dedicated

FedEx worldwide account manager who will meet with various agencies to review shipping activity and help bring the greatest value possible through creative solutions and proactive problem resolution. Additionally, you will have aligned local account contacts, including sales, operations, IT and other professionals.

- **Dedicated customer service** – FedEx has a dedicated Government Customer Service hotline available to assist with inquiries. Reach a customer service agent to assist with your small-package shipments by calling 1.800.645.9424. These representatives understand our government contracts and can assist you with product and service questions as well as set up new accounts and assist with billing and invoice questions.



Use FedEx technology to get in-depth information about your shipping

FedEx has worked diligently with the participating states to identify and implement automation solutions that help streamline processes and reduce the man-hours needed to ship, track, invoice and report on FedEx packages. Our innovative IT options enhance a range of customer-related activities helping NASPO ValuePoint save time, increase visibility, improve customer service, enhance reporting capabilities and decrease costs. We are committed to continuing to leverage technology to help you improve processes, drive out wasted time and improve compliance.

Maximize your shipping dollars by matching shipping needs with the most effective mode and transit time

FedEx has the networks and services to cost-effectively move NASPO ValuePoint's shipments on time, intact and with the visibility that you and your users require.

- **FedEx Express** is the world's largest express transportation company, offering time-definite delivery to more than 220 countries and territories, connecting markets that comprise more than 90 percent of the world's gross domestic product.
- **FedEx Ground** is a leading North American provider of small-package ground delivery services. FedEx Ground provides low-cost, day-certain service to any business address in the U.S., as well as residential delivery to

nearly 100 percent of U.S. residences through its **FedEx Home Delivery** service.

Doing our part to preserve the environment

With networks that span billions of people across six continents, delivering is our business. It's also our responsibility to deliver the resources that improve the lives of those we serve.

When we help businesses access new markets, they grow and create jobs that boost standards of living in their communities. Investments in safer and more sustainable transportation improve our own footprint and make our communities more livable. A more connected world sparks innovation when shared ideas, goods and technologies interact to transform how we live and work.

Continue relying on FedEx

For 10 years, the State of Utah and other participating state government have depended on FedEx to deliver small packages throughout the U.S. We look forward to working together another 5 years, learning more about participants and their individual needs.

In the following sections, we provide detailed information about the services and resources FedEx offers. Contact me via email elaine.heath@fedex.com or call 1.858.450.9869 if you have any questions or want to discuss this response further.

FedEx RFP Response for State of Utah / NASPO ValuePoint – Solicitation BC16018

Document conventions

For ease of review, FedEx has incorporated selected text from the State of Utah / NASPO ValuePoint Solicitation BC16018 (“NASPO ValuePoint”) original RFP file into this response. [Text from NASPO ValuePoint is shown in blue](#). The response from FedEx appears in black text.

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

NASPO ValuePoint section/attachment	FedEx response
State of Utah General Provisions	Part 1
Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions	Part 2
Attachment B, Standard Terms and Conditions for Services State of Utah Cooperative Contract	Part 3
Section 2.11, Required Format	Part 4
Section 4, Administrative and Technical Response Requirements	Part 5

Part 1



State of Utah General Provisions

Part I

Per your request, we have reviewed the text of the following General Provisions, State of Utah, and have no comments to note or redline.

GENERAL PROVISIONS

- 1. GOVERNING LAWS:** All purchases made under this Request for Proposals (RFP) are subject to the Utah Procurement Code and the applicable State of Utah Administrative Code. These are available at www.purchasing.utah.gov. By submitting a proposal, the Offeror warrants that it and the procurement item(s) purchased under this RFP comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
- 2. SUBMITTING A PROPOSAL:** By submitting a proposal in response to this RFP, the Offeror acknowledges that the minimum requirements, technical specifications, scope of work, and the evaluation process, outlined in this RFP are fair, equitable, not unduly restrictive, and understood. Any exceptions to the content of this RFP, including the specifications and minimum requirements, must be addressed during the Question and Answer period or protested in writing to the Division of Purchasing before the closing date and time.
- 3. EVALUATION:** The evaluation of the Offeror's proposal shall be conducted in accordance with Part 7 of the Utah Procurement Code. An evaluation committee may ask questions of Offerors to clarify proposals provided the questions are submitted and answered in writing. The record of questions and answers shall be maintained in the file.
- 4. BEST AND FINAL OFFERS:** At any time during the evaluation process, the evaluation committee, with the approval of the director or head of the issuing procurement unit, may request best and final offers from responsible and responsive offerors in accordance with Part 7 of the Utah Procurement Code and applicable administrative rules, and evaluate those offers. If an offeror chooses not to participate in discussion or does not make a timely best and final offer, its immediately previous proposal will be treated as the offeror best and final offer.
- 5. BRAND NAME OR EQUAL SPECIFICATION:** Wherever in this RFP an item is defined by using a trade name, brand name, or a manufacturer and/or model number, it is intended that the words, "or equivalent" apply; and invites the submission of equivalent products by the Offerors.
- 6. SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by this RFP, must be furnished free of expense to the State of Utah. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the Offeror's expense.
- 7. DEBRIEFING OF UNSUCCESSFUL OFFERORS:** The Utah Division of Purchasing does not conduct debriefings nor collect detailed explanations of evaluator's scores.
- 8. DEBARMENT:** By submitting a proposal, the Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the State.
- 9. ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The Offeror is encouraged to offer Energy Star certified products or products that meet Federal Energy Management Program (FEMP) standards for energy consumption. The State also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this RFP.
- 10. SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59- 12 -106 requires anyone filing a proposal with the state for the sale of tangible personal property or any other taxable transaction under UCA 59- 12- 103(1) to include their Utah sales tax license number with their proposal. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297 -2200.
- 11. PROTESTS:** Pursuant to Utah Code §63G - 6a- 1602, an Offeror may: (1) protest the rejection of their proposal; (2) protest an alleged grievance in connection with the procurement process; or (3) protest an alleged grievance in connection with the award of a contract. Protests must be made to the State of Utah Chief Procurement Officer. A notice of protest must be submitted either: (1) before the closing of date of the proposals, as provided on Bidsync; or (2) if the person filing the protest did not know and should not have known of the facts giving rise to the protest before the closing date for proposals, within seven days after the day on which the person knows or should have known of the facts giving rise to the protest. All protests must be submitted in accordance with Part 16 of Utah Procurement Code and applicable administrative rules.

In accordance with the requirements set forth in Section 63G - 6a- 1602(2)(b), a person filing a protest must include a concise statement of the grounds upon which the protest is made. A concise statement of the grounds for a protest should include the relevant facts leading a protestor to contend that a grievance has occurred, including but not limited to specifically referencing: (i) an alleged violation of Utah Procurement Code 63G- 6a; (ii) an alleged violation of

Administrative Rule R33 or other applicable rule; (iii) a provision of the request for proposals, invitation for bids, or other solicitation allegedly not being followed; (iv) a provision of the solicitation alleged to be: ambiguous, confusing, contradictory, unduly restrictive, erroneous, anticompetitive, or unlawful; (v) an alleged error made by the evaluation committee or conducting procurement unit; (vi) an allegation of bias by the committee or an individual committee member; or (vii) a scoring criteria allegedly not being correctly applied or calculated.

None of the following qualify as a concise statement of the grounds for a protest:

- (i) claims made after the opening of bids or closing date of proposals that the specifications, terms and conditions, or other elements of a solicitation are ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive;
- (ii) vague or unsubstantiated allegations that do not reference relevant or specific facts including, but not limited to, vague or unsubstantiated allegations by a bidder, offeror, or prospective contractor that: (A) a bidder, offeror, or prospective contractor should have received a higher score or that another bidder, offeror, or prospective contractor should have received a lower score, (B) a service or product provided by a bidder, offeror, or prospective contractor is better than another bidder's, offeror or prospective contractor's service or product, (C) another bidder, offeror, or prospective contractor cannot provide the procurement item for the price bid or perform the services described in the solicitation, or (D) any other item that is not relevant or specific; or
- (iii) filing a protest requesting: (A) a detailed explanation of the thinking and scoring of evaluation committee members, beyond the official justification statement described in Section 63G-6a-708, (B) protected information beyond what is provided under the disclosure provisions of the Utah Procurement Code; or (C) other information, documents, or explanations reasonably deemed to be not in compliance with the Utah Code or Administrative Rule R33 by the protest officer.

In accordance with Section 63G-6a-1603(3)(a), a protest officer may dismiss a protest if the concise statement of the grounds for filing a protest does not provide an adequate basis for the protest.

12. AUDIT: Pursuant to Administrative Rule R33-12-605, the State may, at reasonable times and places, audit or cause to be audited by an independent third party firm, by another procurement unit, or by an agent of the procurement unit, the book, records, and performance of the Offeror, if awarded a contract under this RFP.

13. INSPECTIONS: Pursuant to Utah Administrative Rule R33-12-701, R33-12-702, R33-12-703, and R33-12-704, the State may, at its discretion, perform an inspection of the Offeror's manufacturing/production facility or place of business, or any location where the work is performed.

14. MODIFICATION OR WITHDRAWAL OF PROPOSAL: A proposal may be modified or withdrawn prior to the established closing date and time.

15. REJECTING A PROPOSAL: At any time during this RFP, the State may reject a proposal if the State determines that: (a) the person submitting the proposal is not responsible; or (b) the proposal is not responsive or does not meet the mandatory minimum requirements stated in this RFP.

16. TECHNOLOGY MODIFICATIONS: The awarded contract(s) may be modified as a result from technological upgrades for the procurement item(s). Any modification for upgraded technology must be substantially within the scope of the original procurement or contract, and if both parties agree to the modification, then the contract may be modified, but not extended beyond the term of the original awarded contract except as provided in the Utah Procurement Code. The awarded contract(s) may be modified for new technology related to the procurement item(s). Any modification for new technology shall not be exercised without: (1) the approval required under Section 63F-1-205 of the Utah Code, (2) the new technology modification has been subject to the review as described in Administrative Rule R33-6-114, and (3) the contracting parties agree to the modification.

17. PUBLICIZING AWARDS: The following shall be disclosed after receipt of a proper GRAMA request: (a) the contract(s) entered into as a result of the selection and the successful proposal(s), except for those portions that may not be disclosed under Rule R33-7-105; (b) the unsuccessful proposals, except for those portions that are Protected and the Offeror has submitted a proper Business Confidentiality Claim; (c) the rankings of the proposals; (d) the names of the members of any selection committee (reviewing authority); (e) the final scores used by the selection committee to make the selection, except that the names of the individual scorers shall not be associated with their individual scores or rankings; and (f) the written justification statement supporting the selection, except for those portions that may not be disclosed under Rule R33-7-105.

After due consideration and public input, the following has been determined by the Procurement Policy Board to impair governmental procurement proceedings or give an unfair advantage to any person proposing to enter into a contract or agreement with a governmental entity, and will not be disclosed by the governmental entity at any time to the public, including under any GRAMA request: (a) the names of individual scorers/evaluators in relation to their individual scores or rankings; (b) any individual scorer's/evaluator's notes, drafts, and working documents; (c) non-public financial statements; and (d) past performance and reference information which is not provided by the offeror and which is obtained as a result of

the efforts of the governmental entity. To the extent such past performance or reference information is included in the written justification statement, it is subject to public disclosure.

18. PERFORMANCE AND COST ANALYSIS: The State reserves the right to review the awarded contract(s) on a regular basis regarding performance and cost, and may negotiate price and service elements during the term of the contract.

19. AWARDED CONTRACT(S): Contract(s) awarded from this RFP will include the following documents: the scope of work, the appropriate State of Utah Standard Terms and Conditions, and any other documents listed in this RFP.

(Revision Date: 1 July 2015)

Part 2



Attachment A NASPO ValuePoint Master Agreement Terms and Conditions

Part 2

Per your request, we are providing a red-lined version of Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Scope of Work;
- (5) The Contractor's Service Guide in effect on the date of service;
- ~~(5) The Solicitation; and~~
- ~~(6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.~~

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

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

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a

Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

NASPO ValuePoint Program Provisions

3. Term of the Master Agreement

The initial term of this Master Agreement is for 5 years. This Master Agreement may be extended as permitted by the Lead States laws.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Participants and Scope

- a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.
- b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating Entities who are states are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating Entities who are states incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to

PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

- d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.
- e. Participating Addenda shall not be construed to amend the following provisions in this Master Agreement between the Lead State and Contractor that prescribe NASPO ValuePoint Program requirements: Term of the Master Agreement; Amendments; Participants and Scope; Administrative Fee; NASPO ValuePoint Summary and Detailed Usage Reports; NASPO ValuePoint Cooperative Program Marketing and Performance Review; NASPO ValuePoint eMarket Center; Right to Publish; Price and Rate Guarantee Period; and Individual Customers. Any such language shall be void and of no effect.
- f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- g. Resale. "Resale" means any payment in exchange for transfer of tangible goods, software, or assignment of the right to services. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes services that are deliverables). Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

6. Administrative Fees

- a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one percent (1.0%) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO

ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

- b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

7. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment G.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
- e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

8. NASPO ValuePoint Cooperative Program Marketing and Performance Review

- a. Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the Master agreement and participating addendum process, and the manner in which qualifying entities can participate in the Master Agreement.
- b. Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

9. NASPO ValuePoint eMarket Center

- a. In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

- b. The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. The Contractor is required at a minimum to participate in the eMarket Center through Ordering Instructions.
- c. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.
- d. The eMarketCenter has the capability to host a catalog or integrate with a punchout site. While not required, if Contractor later desires to explore the functionality, contact NASPO ValuePoint for the system requirements and implementation terms and conditions.

10. Right to Publish

Throughout the duration of this Master Agreement, neither Contractor nor NASPO shall must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Price and Rate Guarantee Period

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

12. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each

Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.
Administration of Orders

13. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. Purchasing Entities may define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.

- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

14. Shipping and Delivery. **Not applicable**

~~a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be~~

~~F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered shall be shipped without charge.~~

~~b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Contractor. If damage does occur, it is the responsibility of the Contractor to immediately notify the Purchasing Entity placing the Order.~~

~~c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.~~

15. Laws and Regulations

Any and all Products and/or services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

16. Inspection and Acceptance. Not applicable

- ~~a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable commercial code.~~
- ~~b. All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement. Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.~~
- ~~c. If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price to reflect the reduced value of services performed.~~
- ~~d. The warranty period shall begin upon Acceptance.~~
- ~~e. Acceptance Testing may be explicitly set out in a Master Agreement to ensure conformance to an explicit standard of performance. Acceptance Testing means the process set forth in the Master Agreement for ascertaining that the Product meets the standard of performance prior to Acceptance by the Purchasing Entity. If Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in this Master Agreement or the Participating Addendum, starting from the day after the Product is delivered or, if installed, the day after the Product is installed and~~

~~Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be deemed Accepted and no charges shall be paid until the standard of performance is met. The warranty period shall begin upon Acceptance.~~

17. Payment

Payment after Acceptance is normally made within 30 days following the date the entire order is delivered or the date of a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum, Order, or otherwise prescribed by applicable law. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

18. Warranty Not applicable

~~Warranty provisions govern where specified elsewhere in the documents that constitute the Master Agreement; otherwise this section governs. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.~~

19. Title of Product Not applicable

~~Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.~~

20. License of Pre-Existing Intellectual Property Not applicable

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

General Provisions

21. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

- (1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$3 million general aggregate;
- (2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Contractor shall endeavor to provide notice to a Participating Entity who is a state within five (5)

business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation shall be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

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

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

22. Records Administration and Audit.

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

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or

Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

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

23. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to

any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

26. Changes in Contractor Representation

The Contractor will endeavor to ~~must~~ notify the Lead State of changes in the Contractor's key administrative personnel managing the Master Agreement in writing within 10 calendar days of the change. ~~The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.~~

27. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or

understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

28. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

29. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

30. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or

eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) ~~Impose liquidated damages as provided in this Master Agreement;~~ and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless other specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

31. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

32. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is

placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

33. Indemnification

Section 8, ATTACHMENT B: STANDARD TERMS AND CONDITIONS FOR SERVICES STATE OF UTAH (COOPERATIVE CONTRACT) governs indemnification of the State of Utah on its Eligible Users by the Contractor. This section governs indemnification of other entities.

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

- (a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
- (b) specified by the Contractor to work with the Product; or
- (c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
- (d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If

the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

34. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

37. Contract Provisions for Orders Utilizing Federal Funds.

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

38. Leasing or Alternative Financing Methods. Not applicable

~~The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.~~

Part 3



Attachment B:
Standard Terms and
Conditions for Services
State of Utah
Cooperative Contract

Part 3

Per your request, we are providing a red-lined version of Attachment B, Standard Terms and Conditions for the Services State of Utah Cooperative Contract.

ATTACHMENT B: STANDARD TERMS AND CONDITIONS FOR SERVICES STATE OF UTAH COOPERATIVE CONTRACT

This is a State of Utah Cooperative Contract ("State Cooperative Contract") for services (including professional services), meaning the furnishing of labor, time, or effort by a contractor. This State Cooperative Contract is the result of a cooperative procurement for the benefit of Eligible Users and may be used by Eligible Users without the Eligible Users signing a participating addendum.

1. **1. DEFINITIONS:** The following terms shall have the meanings set forth below:
 - a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, including personal information. The Eligible Users shall have the right to identify, during and after this Contract, additional types of categories of information that must be kept confidential under federal and state laws by Contractor.
 - b) **"Contract"** means either: (i) the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference, or (ii) the Solicitation and the Proposal when accepted and signed by the Division. The format of the Contract, as described in the prior sentence, will be at the sole option of the Division. Additionally, the term "Contract" may include any purchase orders issued by the Division that result from this Contract.
 - c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the Division and Contractor sign.
 - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
 - e) **"Division"** means the State of Utah Division of Purchasing.
 - f) **"Eligible User(s)"** means those authorized to use State Cooperative Contracts and includes the State of Utah's government departments, institutions, agencies, political subdivisions (e.g., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
 - g) **"End User Agreement"** means any agreement that Eligible Users are required to sign in order to participate in this Contract including an end user agreement, customer agreement, memorandum of understanding, statement of work, lease agreement, service level agreement, or any other named separate agreement.
 - h) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services shall include, but are not limited to, all of the deliverable(s) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
 - i) **"Proposal"** means Contractor's response to the Division's Solicitation.
 - j) **"Solicitation"** means the documents used by the Division to obtain Contractor's Proposal.
 - k) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
 - l) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by Eligible Users to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, State of Utah, federal auditors, and Eligible Users, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This "Status Verification System" requirement, also referred to as "E-Verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
 3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the Division or of the State of Utah, unless disclosure has been made to the Division.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of the State Entity or the State of Utah.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the Division, Eligible Users, or the State of Utah. ~~However, in no case shall either party be liable for incidental, special or consequential damages. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property.~~
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the Division and Contractor, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local.

Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.

- 12. TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated with cause by either party in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience) in advance of the specified expiration date by either party upon sixty (60) days written termination notice being given to the other party. The Division and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for Services properly performed prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the State Entity or the State of Utah is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the State Entity be liable to the Contractor for compensation for any services neither requested by the State nor satisfactorily performed by the Contractor. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.

- 13. NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the Division, if the Division reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the Divisions or the Eligible User's ability to pay Contractor. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered, the Eligible User will reimburse Contractor for the Services properly performed until the effective date of said notice. The Division, the Eligible User, and the State of Utah will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

- 14. SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the Eligible User's funds and may be used in the exercise of the Eligible User's essential functions. Upon request, the Eligible User will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the Eligible User's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
- 15. INSURANCE:** Contractor shall at all times during the term of this Contract, without interruption, carry and maintain commercial general liability insurance from an insurance company authorized to do business in the State of Utah. The limits of this insurance will be no less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Contractor also agrees to maintain any other insurance policies required in the Solicitation. Contractor shall provide proof of the required insurance policies to the Division within thirty (30) days of contract award. Contractor must add the State of Utah as an additional insured with notice of cancellation. Failure to provide proof of insurance, as required, will be deemed a material breach of this Contract. Contractor shall not cancel or allow the insurance policy to expire unless written notice has been given to the Division at least thirty (30) days prior to the cancellation or expiration. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.
- 16. WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

- 17. END USER AGREEMENT:** If Eligible Users are required by Contractor to sign an End User Agreement before participating in this Contract, then a copy of the End User Agreement must be attached to this Contract. The term of the End User Agreement shall not exceed the term of this Contract, and the End User Agreement will automatically terminate upon the completion or termination of this Contract. An End User Agreement must reference this Contract, and may not be amended or changed unless approved in writing by the Division. Eligible Users will not be responsible or obligated for any early termination fees if the End User Agreement terminates as a result of completion or termination of this Contract.
- 18. LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.
- 19. ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Services based upon the same terms, conditions and prices of this Contract.
- 20. INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Services from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.
- 21. QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.
- 22. PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents, and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the Division, the Eligible Users, and the State of Utah express permission to make copies of this Contract, related purchase orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing and expressly approved by the Division, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The Division, Eligible Users, and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, and invoices.
- 23. DELIVERY:** Time is of the essence for all deliveries made under this Contract. All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the customary industry standard in packing and shipping any goods relating to these Services.
- 24. REPORTS AND FEES:**
- 1. Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a Check or EFT payment. The fee will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, PO Box 141061, Salt Lake City, UT 84114. The Administrative Fee will be the amount listed in the solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
 - 2. Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the associated fee period. The report will show the quantities and dollar volume of purchases by each agency and political subdivision. The quarterly report will be provided in secure electronic format and/or submitted electronically to the Utah reports email address: salesreports@utah.gov.
 - 3. Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

4. **Fee Payment:** After the Division receives the quarterly utilization report, it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.
5. **Timely Reports and Fees:** If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.
25. **ORDERING:** Orders will be placed by the Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.
26. **ACCEPTANCE AND REJECTION:** The Eligible User shall have thirty (30) days after delivery of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the Eligible User.

If Contractor delivers nonconforming Services, the State Entity may, at its option and at Contractor's expense: (i) return the any deliverable related to the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
27. **INVOICING:** Contractor will submit invoices within thirty (30) days after the delivery date of the Services to the Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the Eligible User will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The Eligible User has the right to adjust or return any invoice reflecting incorrect pricing.
28. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or by a Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the Eligible User, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the Eligible User within ten (10) business days of receipt of final payment, shall release the Division, the Eligible User, and the State of Utah from all claims and all liability to the Contractor. The Eligible User's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the Division, Eligible User, or the State of Utah may have against Contractor. The State of Utah, the Division, and the Eligible User will not allow the Contractor to charge end users electronic payment fees of any kind.
29. **TIME IS OF THE ESSENCE:** Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the Eligible User and the State of Utah, and anyone for whom the State of Utah may be liable, as a result of Contractor's failure to timely perform the Services required under this Contract.
30. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
31. **PERFORMANCE EVALUATION:** The Eligible User may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.
32. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the Eligible User and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
33. **REVIEWS:** The Division and Eligible Users reserve the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
34. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the Division, the Eligible User, and the State of Utah harmless from and against any and all damages, expenses

(including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the Division, the Eligible User, or the State of Utah for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.

35. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The Division, the Eligible User, and Contractor agree that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Services, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract, shall be considered work made for hire, and Contractor shall transfer any ownership claim to the Eligible User.
36. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the Division.
37. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The Division may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the Division may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the Division or the State of Utah; or (v) demand a full refund of any payment that an Eligible User has made to Contractor under this Contract for Services that do not conform to this Contract.
38. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The Division may terminate this Contract after determining such delay will prevent successful performance of this Contract.
39. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the Division and the relevant Eligible User of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. ~~Contractor shall indemnify, hold harmless, and defend the Division, the Eligible User, and the State of Utah, including anyone for whom the Division, the Eligible User, or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.~~

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the Eligible User or certify in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

40. **PUBLICITY:** ~~Each party Contractor~~ shall submit to the ~~other party Eligible User~~ for written approval all advertising and publicity matters relating to this Contract. ~~It is within the Eligible User's sole discretion whether to provide approval, which must be done in writing.~~
41. **CONTRACT INFORMATION:** During the duration of this Contract, the State of Utah Division of Purchasing is required to make available contact information of Contractor to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may contact Contractor during the duration of this Contract to inquire about Contractor's job vacancies.
42. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

43. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
44. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
45. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The Division, after consultation with the Eligible User and Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the Division appoints such an expert or panel, the Eligible User and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
46. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); (v) Contractor's Service Guide terms and conditions that are incorporated into ~~attached to~~ this Contract by reference, if any; and (vi) Contractor's attachments, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the Division, Eligible Users, or the State of Utah must be in writing and attached to this Contract or it is rendered null and void. Contractor's terms and conditions on its Sales Orders, Invoices, website, etc., will not apply to this Contract.
47. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the Division's or the Eligible User's right to enforce this Contract with respect to any default of this Contract or defect in the Services that has not been cured.
48. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
49. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Part 4



Section 2.11: Required Format

Part 4

2.11 Required Format

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

1. RFP Form. The Lead State's Request for Proposal form completed and signed.

The RFP Form has been submitted electronically.

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

The Executive Summary can be found at the beginning of this RFP response. Disclaimers and further explanations are provided throughout the body of this RFP response.

3. Confidential, Protected or Proprietary Information. All protected/proprietary information must be identified in this section of the proposal by completing the Claim of Business Confidentiality referenced in Section 2.13.

If the Offeror's proposal contains protected/proprietary information (refer back to the Protected Information section of this RFP for additional information), then Offeror must submit a redacted copy of the proposal at the same time Offeror submits its proposal. The redacted copy of the Offeror's proposal must be submitted in compliance with other sections of this RFP.

If there is no protected information, write "None" in this section.

None.

Failure to comply with this Section and Section 2.13 of this RFP releases the State from any obligation or liability arising from the inadvertent release of Offeror information.

4. Potential Conflicts of Interest. Offeror must identify any conflict, or potential conflict of interest, that might arise during the contract. If no conflicts are identified or expected, write "None" in this section.

None.

5. Exceptions and/or Additions to the Standard Terms and Conditions. Proposed exceptions and/or additions to the Standard Terms and Conditions must be submitted in this section. Offeror must provide all proposed exceptions and/or

additions, including an Offeror's terms and conditions in Microsoft Word format for redline editing.

We are providing FedEx Legal comments regarding the following:

- State of Utah General Provisions
- Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions
- Attachment B, Standard Terms and Conditions for Services State of Utah Cooperative Contract

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

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

If there are no exceptions or additions to the Standard Terms and Conditions, write "None" in this section.

6. **Mandatory Requirements.** As described in Section 4.1, Offeror must provide the required narratives that demonstrate compliance with the stated Mandatory Minimum Requirements/Qualifications. Offeror's failure to meet any one of the mandatory requirements will result in the proposal being classified as non-responsive and will be rejected under the provisions of the Utah Procurement Code.

Please refer to our response to Section 4.

7. **Technical Response.** As described in Section 4.5, this section should constitute the major portion of the proposal and must be a concise overview of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This section should demonstrate the Offeror's understanding of the desired overall performance expectations, deliverables, if any, and outcomes. Clearly indicate any options or alternatives proposed. In any case wherein the Offeror cannot comply with an evaluation criterion outlined in Section 4.5, such inability must be stated in response to the applicable requirement. Offerors should reference the Scope of Work in Section 4.5 in their response.

Acknowledged.

For ease of evaluation, the Detailed Technical Proposal Section must be a point-by-point response, addressing in detail each area of the evaluation criteria.

We are providing a point-by-point response.

Proposals will be evaluated against the proposal evaluation criteria described in Section 4.5 of this evaluation. Section 4.5 provides the relative weight that will be given to each score for the criteria, and the minimum scoring thresholds associated with the technical evaluation criteria.

Acknowledged.

8. Cost Proposal. Cost will be evaluated independently from the technical proposal. Please enumerate all costs on the attached Cost Proposal Form.

Cost will be evaluated independently from the Detailed Technical Proposal and must be submitted separately from the Detailed Technical Proposal. Inclusion of any cost or pricing data within the Detailed Technical Proposal will result in the proposal being judged as non-responsive for violation of UCA § 63G-6a-707(5).

Acknowledged.

Part 5



Section 4: Administrative and Technical Response Requirements

Part 5

Section 4: Administrative and Technical Response Requirements

4.1. Mandatory Minimum Administrative Proposal Requirements

This section contains the minimum requirements that must be met in order to be considered for the evaluation phase. All of the items described in this section are non-negotiable. All Offerors must state willingness and demonstrate ability to satisfy these requirements in the proposal submitted for consideration. Offeror shall provide a point by point response or certification for each requirement.

Acknowledged.

A. QUALIFICATIONS OF CARRIERS

1. Offeror must attach a true, correct and complete copy of its operating permit to their Proposal. The Authorized User and Carrier agree that each and every shipment tendered to Carrier under the Contract is a tender to the Carrier.

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

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

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

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

FedEx agrees to this requirement.

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

FedEx agrees to this requirement.

5. Offeror must provide its calendar or fiscal year 2014 Operating Ratio (operating expenses divided by operating revenues multiplied by 100 give the percentage of the operating revenues which are required to pay the operating expenses, this being the operating ratio).

The 2014 Operating Ratio for FedEx Corporation was 91.63 percent.

6. Offeror must provide its Shipment Claims Ratio for calendar or fiscal year 2014. The ratio shall be the ratio of claims for shipment loss or damage to total shipments for both express small package air and expedited ground service shipments.

We are providing claims data for FedEx shipments for the State of Utah for calendar year 2015. Claims data includes number of claims filed as a percentage of total package volume for FedEx Express and FedEx Ground shipments for the State of Utah = 0.02% or 33 claims filed out of 144,280 packages shipped.

7. Provide the following information specific to your company:
 - a. Your company's full legal name

FedEx Corporation

- b. Primary business address

942 South Shady Grove Road
Memphis, TN 38120

- c. Describe your company ownership structure

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

- d. Employee size (number of employees)

The FedEx workforce consists of more than 340,000 team members worldwide.

- e. Website

Our website is fedex.com.

f. Sales contact information

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

FedEx Worldwide Government Sales
10585 Heater Court
San Diego, CA 92121
Email: elaine.heath@fedex.com
Phone: 1.858.450.9869
Fax: 1.901.471.5901

B. FIRM RATES

Offeror must certify that firm rates will remain the same for at least one (1) year from the execution of the contract.

Offeror must acknowledge that rate increase submissions may only occur on an annual basis. Offeror must request the increase to the Lead State. The Lead State will review each rate increase submission and the Lead State may, at its discretion, utilize the PPI and CPI to reject, approve, or negotiate rate increases.

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

FedEx agrees to these requirements.

C. FUEL SURCHARGE

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

Offeror must list a fuel surcharge in its proposed cost sheet only. Offeror shall not list the fuel surcharge, if any, in this section. This section is only to be used to certify that the Offeror will not exceed the 7% cap for the full term of the Master Agreement that it will publish the fuel surcharge, if any, on its website, and will provide historical fuel surcharge information on its website. If a fuel surcharge is listed in this section of the response, the proposal may be rejected for not being responsive.

FedEx agrees to these requirements. Current fuel surcharges as well as historical fuel surcharge information can be found on our website at the following link: fedex.com/us/services/fuelsurcharge.html

D. CARRIER SERVICE GUIDE

Offeror's must have a carrier service guide in effect at time of Master Agreement award will be in effect for the first year of the Master Agreement with no changes in rates or

charges during that time without the prior written approval of the NASPO ValuePoint Contract Administrator. Offeror shall certify that it will have a carrier service guide established and in effect at the time of Master Agreement award. The pricing in this Master Agreement is not tied to the Carrier's published list pricing in the Service Guide.

FedEx agrees to these requirements. An electronic version of the 2016 FedEx Service Guide has been uploaded to the BidSync system. It also can be found at the following link: fedex.com/us/service-guide/index.html

E. EXCLUSION OF LISTED CHARGES

Offeror must certify the following regarding the exclusion of listed charges:

1. Offeror shall not propose pick-up charges or weekly service charges for air or ground shipments tendered to the Carrier due to aggregate NASPO ValuePoint volume anticipated.

FedEx agrees to this requirement.

2. Offeror shall not require a minimum number of packages per trip, per day, per week or per month.

FedEx agrees to this requirement.

3. Offer shall not apply a pickup charge to be assessed in addition to the contracted rate for the shipment.

FedEx agrees to this requirement.

F. CARRIER PICK-UP

Offeror shall certify that it will pick-up packages directly from all requesting agencies and political subdivisions upon request. Offeror must bill each Authorized User for shipments the Authorized User tenders to the Carrier.

FedEx agrees to these requirements.

G. MONEY BACK GUARANTEE

1. Offeror shall certify that it will provide a 100% Money Back Guarantee. Upon request of the Authorized User, the Carrier shall fully refund or credit the Authorized User account for the packages that are not delivered or picked up in accordance with the guaranteed delivery service. Authorized User shall decide between a refund or a credit to their account. Packages that are delivered over 60 seconds after the guaranteed delivery time are considered late. The Authorized User shall request the refund or credit within 30 days of the scheduled delivery time. Carriers are encouraged to offer automatic refunds. If the late package meets one or more of the

Carrier's exception criteria, as stated in the Service Guide, the Carrier is not obligated to issue a refund to the Authorized User.

FedEx agrees to these requirements. We are providing two scenarios in the Cost Proposal — one includes the FedEx Money-Back Guarantee and the second option does not include a money-back guarantee. Please refer to the FedEx Cost Proposal for more detail.

- Carrier must provide clearly marked money back guaranteed zone based price sheets (schedules of rates and charges) for each service showing rates and charges by weight and zone for all contiguous 48 state domestic shipping. Separate rates in pages may be provided and clearly marked for Hawaii and Alaska and Puerto Rico services. Carriers offering pricing for intrastate ground services only must provide separate clearly marked zone based pricing for the designated state. Rates will be in dollars and cents per pound.

FedEx agrees to these requirements.

- Non-Money Back Guarantee:** An offeror must propose a money back guarantee, if it opts to additionally propose a non-money back guarantee option, it must clearly delineate between the money back guarantee cost and the non-money back guarantee cost.

FedEx agrees to this requirement.

H. PRIOR EXPERIENCE

- Offeror must submit a list of states where they have done business in the last twelve (12) months along with point of contact information. The State reserves the right to reach out to any state and collect past performance information that can be used to evaluate past performance.

Please find below our list of states with whom we have done business in the last twelve (12) months including point of contact phone number.

State	State contact name	Contact title	Phone number
Alaska	Mathew Pegues	Contracting Officer	1.907.465.5681
Arkansas	Terrance Farmer	Contract Administrator	1.501.371.6156
Arizona	John Lyman	Procurement Manager Senior	1.602.542.9142
California	JJ Espinoza	Contract Administrator	1.916.375.4393
Colorado	Nikki Kalen	Strategic Sourcing Specialist	1.303.866.5671
Delaware	Theresa Newman	State Procurement Officer	1.302.857.4584
Connecticut	Susanne Hawkins	Contract Specialist	1.860.713.5064
Florida	Corina Chiorescu	Contract Administrator	1.850.487.9847
G W University	Donna Ginter	Director of Procurement	1.703.726.4276
Hawaii	Stanton Mato	Purchasing Specialist	1.808.586.0566
Idaho	Arianne Quignon	Purchasing Officer	1.208.332.1604

State	State contact name	Contact title	Phone number
Indiana	Hailey Aycock	Contract Manager	1.317.232.3035
Iowa	Randall Stapp	Purchasing Manager	1.515.242.5005
Kansas	Bonnie Edwards	Purchasing Officer	1.785.296.3125
Kentucky	Don Robinson	Contract Administrator	1.502.564.6525
Louisiana	Felicia Sonnier	Asst Director - Purchasing	1.225.342.8029
Maine	Terry DeMerchant	Procurement Manager	1.207.624.7334
Maryland	Rachel Hershey	Procurement Supervisor	1.410.260.7681
Minnesota	Bonnie Lungren	Procurement Officer	1.785.296.0002
Mississippi	Ross Campbell	Contract Administrator	1.601.359.2004
Missouri	Loura Ortmeyer	Purchasing Manager	1.573.751.4579
Montana	Rick Dorvall	Procurement Unit Specialist	1.406.444.3366
Nevada	Marcy Troescher	Purchasing Officer	1.775.684.0199
New Hampshire	Loretta Razin	Purchasing Manager	1.603.271.2201
North Carolina	Margaret Serapin	Strategic Sourcing Specialist	1.919.807.4529
North Dakota	Chad Keech	Procurement Officer	1.701.328.2767
Oklahoma	Theresa Johnson	Contract Officer	1.405.521.2289
Oregon	Kaliska King	Procurement Contract Specialist	1.503.373.1626
Rhode Island	Nancy McIntyre	Purchasing Agent	1.401.574.8176
South Carolina	Stacy Adams	Purchasing Agent	1.803.737.4375
South Dakota	Steve Berg	Director of Procurement	1.605.773.3405
Tennessee	Joyanna West	Contract Administrator	1.615.741.1251
Utah	Brad Cummings	Contracts Analyst	1.801.538.3232
West Virginia	Misty Delong	Buyer	1.304.558.8802
Wisconsin	Bruce Derge	Contracts Manager	1.608.264.7658
Washington	Veronica Field	Contract Specialist	1.360.407.7949
Wyoming	Lori Galles	Procurement Manager	1.307.777.6707

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

Since our beginning more than 40 years ago, FedEx has grown into a \$49 billion corporation with 340,000 team members worldwide. We have generated more than \$4.5 billion of operating cash flow over the last 10 years — an indication of good liquidity and profitability. Because of our financial strength, FedEx has been able to modernize our vehicle and aircraft fleet to continue providing reliable service.

An electronic version of the 2015 FedEx Annual Report has been uploaded to the BidSync system. It also can be found at the following link:

http://s1.q4cdn.com/714383399/files/doc_financials/annual/FedEx_2015_Annual_Report.pdf

Additional financial information can also be found on our website at the following link:

<http://investors.fedex.com/investor-home/default.aspx>.

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

From April 2015 through March 2016, on-time delivery performance for the State of Utah was as follows:

- FedEx Express: 96.9 percent
- FedEx Ground: 98.6 percent

I. CARRIER CAPABILITIES

1. Offeror must have the capabilities of providing the services required under this Price Agreement. For Offerors providing interstate services under the resulting price agreement, Offeror shall serve every zip code in the United States. Offeror's providing interstate services must certify that it can serve every zip code in the United States.

FedEx agrees to these requirements.

2. Offerors providing intrastate services shall serve every zip code within the boundaries of the Participating State requesting intra-state services as identified in this RFP.

FedEx agrees to this requirement.

J. DROP BOXES AND SHIPPING SUPPLIES

1. Carrier must agree to place receptacles in convenient locations within Participating States and describe other centralized collection procedures available. Containers must be of sufficient size to contain 8 ½" x 11" sheets of paper, without folding, up to the weight limit for various categories.

FedEx agrees to these requirements.

FedEx convenience network

FedEx offers you thousands of shipping locations to drop off your FedEx shipments and pick up supplies. Choose from more than 50,000 staffed locations and self-service drop boxes to handle your shipments and shipping needs.

- **FedEx World Service Center® locations** – The shipping specialists at these locations can help you choose a delivery service, complete documentation and process your packages. Many locations are open late and on Saturdays.
- **FedEx Authorized ShipCenter locations** – Stop by these independently owned locations for packaging and shipping services. Most also offer faxing, copying and other business services. You can ship both FedEx Express® and FedEx Ground® packages at most locations.



- **FedEx ShipSite® at OfficeMax® locations** – FedEx services are available at all OfficeMax locations. These locations offer FedEx Express and FedEx Ground U.S. and international shipping services, so you can drop off packages or process them at the counter, purchase packaging supplies and handle other business needs, all at one convenient place. OfficeMax is a registered trademark of OfficeMax Incorporated.
- **FedEx Office® Print and Ship Centers** – FedEx Office offers a broad range of services for businesses, on-the-road professionals and other busy people, in one convenient location. Some locations are open 24 hours a day, 7 days a week, so you can work, ship and handle last-minute business needs on evenings and weekends. We have a wide range of FedEx Express and FedEx Ground delivery services for your shipment. Let our pros pack it for you, or you can purchase boxes, tape and other supplies. Services and hours may vary by location.
- **FedEx Express® Drop Boxes** – There are approximately 40,000 drop boxes in office buildings, shopping malls, airports, FedEx Office locations, grocery stores and other convenient locations. Ship FedEx Express packages up to 20" x 12" x 6" in dimension. Most locations have a limited quantity of airbills and express packaging. Some offer Saturday pickup.

The Carrier shall provide express pack boxes and express tubes to Participating States at no cost. Carrier shall provide requested materials and supplies within 48 hours of request, except for pre-printed shipping forms. Pre-printed shipping forms are Carrier's shipping forms pre-printed with users address and billing information.

FedEx agrees to these requirements. We provide packaging for FedEx Express shipments at no additional cost.

FedEx packaging for FedEx Express shipments

Your shipping need	Our solution
<p data-bbox="203 1241 548 1297">Packaging for standard-size and legal-size documents</p> 	<p data-bbox="727 1241 1024 1268">FedEx® Envelope (pouch)</p> <p data-bbox="727 1272 1045 1299">FedEx Envelope (no pouch)</p> <p data-bbox="727 1304 1024 1331">FedEx Envelope (window)</p> <ul data-bbox="727 1335 1414 1577" style="list-style-type: none"> • Inside dimensions: 9½" x 12½" • Weight when empty: 1.5 oz. • Weight limit: 8 oz. (shipments exceeding 8 ounces rated at next whole pound) • FedEx Envelope (no pouch): Use with peel-and-stick airbills or any FedEx Ship Manager® label • FedEx Envelope (window): Ask your FedEx Worldwide Account Manager about this special envelope <p data-bbox="727 1619 1154 1646">Legal Size Reusable FedEx Envelope</p> <ul data-bbox="727 1650 1398 1801" style="list-style-type: none"> • Inside dimensions: 9 ½" x 15½" • Weight when empty: 2 oz. • Weight limit: 8 oz. (shipments exceeding 8 ounces rated at next whole pound) • Designed so it can be used twice

Your shipping need

Our solution

Tear- and water-resistant packaging



FedEx Small Pak made from polyethylene

- Easy-open tear strip
- Inside dimensions: 10¼" x 12¾"
- Weight when empty: 0.63 oz.
- Contents should be compatible with the container and packed securely

FedEx Large Pak made from polyethylene

- Easy-open tear strip
- Inside dimensions: 12" x 15½"
- Weight when empty: 1 oz.
- Contents should be compatible with the container and packed securely

FedEx Small Pak made from Tyvek® polyethylene

- Inside dimensions: 10¼" x 12¾"
- Weight when empty: 0.63 oz.
- Contents should be compatible with the container and packed securely

FedEx Large Pak made from Tyvek® polyethylene

- Inside dimensions: 12" x 15½"
- Weight when empty: 1 oz.
- Contents should be compatible with the container and packed securely

FedEx® Padded Pak

- Inside dimensions: 11¾" x 14¾"
- Weight when empty: 1 oz.
- Contents should be compatible with the container and packed securely

FedEx® Reusable Sturdy Pak

- Inside dimensions: 10" x 14-1/2", expands up to 1-1/2"
- Weight when empty: 2.9 oz.
- Contents should be compatible with the container and packed securely
- Designed so it can be used twice

Your shipping need

Our solution

Boxes in a variety of sizes



FedEx® Small Box (S1: rectangular and shallow in shape)

- Inside dimensions: 10-7/8" x 1-1/2" x 12-3/8"
- Weight when empty: 4.5 oz.
- Contents should be 20 lbs. or less, compatible with the container and packed securely
- Intended for documents, file folders, DVDs, CDs, video games and soft goods

FedEx® Small Box (S2: rectangular and deep in shape)

- Inside dimensions: 8-3/4" x 2-11/16" x 11-5/16"
- Weight when empty: 4.5 oz.
- Additional quantity limits apply to this box if you are shipping with FedEx Standard Rates
- Contents should be 20 lbs. or less, compatible with the container and packed securely
- Intended for documents, books, small parts, DVDs, CDs, video games and soft goods that require extra width



FedEx® Medium Box (M1: rectangular and shallow in shape)

- Inside dimensions: 11-1/2" x 2-3/8" x 13-1/4"
- Weight when empty: 6.5 oz.
- Contents should be 20 lbs. or less, compatible with the container and packed securely
- Intended for documents, binders, books, small parts, DVDs, CDs, video games and soft goods

FedEx® Medium Box (M2: rectangular and deep in shape)

- Inside dimensions: 8-3/4" x 4-3/8" x 11-5/16"
- Weight when empty: 6.5 oz.
- Additional quantity limits apply to this box if you are shipping with FedEx Standard Rates
- Contents should be 20 lbs. or less, compatible with the container and packed securely
- Intended for documents, books, small parts, DVDs, CDs, video games and soft goods that require extra depth



FedEx® Large Box (L1: rectangular and shallow in shape)





- Inside dimensions: 12-3/8" x 3" x 17-1/2"
- Weight when empty: 14.5 oz.
- Contents should be 30 lbs. or less, compatible with the container and packed securely
- Intended for side-by-side paper stacks, oversize binders, small parts and soft goods




FedEx® Large Box (L2: square and deep in shape)

- Inside dimensions: 8-3/4" x 7-3/4" x 11-5/16"
- Weight when empty: 9.4 oz.
- Additional quantity limits apply to this box if you are shipping with FedEx Standard Rates
- Contents should be 30 lbs. or less, compatible with the container and packed securely
- Intended for housewares, toys, sports accessories, small parts and soft goods

Your shipping need

Our solution

	<p>FedEx® Extra Large Box (X1: cube-shaped)</p> <ul style="list-style-type: none"> • Inside dimensions: 11-7/8" x 10-13/16" x 11-1/16" • Weight when empty: 20 oz. • Additional quantity limits apply to this box if you are shipping with FedEx Standard Rates • Contents should be 50 lbs. or less, compatible with the container and packed securely • Intended for binders, books, housewares, handbags, sporting goods and other circular or cube-shaped items <p>FedEx® Extra Large Box (X2: rectangular-shaped)</p> <ul style="list-style-type: none"> • Inside dimensions: 15-3/4" x 14-3/16" x 6" • Weight when empty: 30 oz. • Additional quantity limits apply to this box if you are shipping with FedEx Standard Rates • Contents should be 50 lbs. or less, compatible with the container and packed securely • Intended for binders, trays, cases, handbags, soft goods and other oblong items.
<p>Packaging for plans, posters, fabric rolls, charts or blueprints</p> 	<p>FedEx® Tube</p> <ul style="list-style-type: none"> • Inside dimensions: 6" x 6" x 38" • For dimensional weight calculation: 5" x 6" x 38" • Weight when empty: 16 oz. • Contents should be 20 lbs. or less, compatible with the container and packed securely
<p>Packaging for added protection</p> 	<p>FedEx Box with Safe Insert</p> <ul style="list-style-type: none"> • Reinforced aluminum box in two sizes to fit securely inside the FedEx Medium Box (M1) and the FedEx Large Box (L1) • Equipped with a combination lock or key lock (only shipper and recipient have access) • Provides added safety, security, and strength for high-value items • Inside dimensions: Medium: 11-1/2" x 2-3/8" x 13-1/4"; Large: 12-3/8" x 3" x 17-1/2" • Weight when empty: Medium: 4.2 lbs. (including FedEx Medium Box); Large: 5.3 lbs. (including FedEx Large Box)
	<p>Security Box Kit</p> <ul style="list-style-type: none"> • Fiberboard insert fits snugly inside a FedEx Medium Box • Provides extra protection from abrasions, indentations, punctures and tears • This packaging is only available to FedEx® Declared Value Advantage customers

Your shipping need	Our solution
<p>Packaging for temperature-sensitive shipments</p> 	<p>Cold Shipping Package provided through FedEx</p> <ul style="list-style-type: none"> • No-hassle packaging that maintains a consistently cold temperature. • Keeps sensitive healthcare shipments cold without the weight and expense of gel packs or dry ice.
<p>Packaging to ship noninfectious specimens</p> 	<p>FedEx® Clinical Pak</p> <p>Use this plastic overwrap for noninfectious clinical samples after they are inserted into a sturdy inner container. Properly packaged clinical-sample shipments smaller than 7" x 4" x 2" must be shipped in the FedEx Clinical Pak overwrap.</p> <ul style="list-style-type: none"> • Inside dimensions: 13-1/2" x 18" • Weight when empty: 1.2 oz. • Contents should be 20 lbs. or less, compatible with the container and packed securely
<p>Packaging for Biological Substance, Category B (UN 3373) specimens</p> 	<p>FedEx® UN 3373 Pak</p> <p>Use this plastic overwrap for specimens containing or suspected of containing infectious substances meeting the International Air Transport Association (IATA) definition of Biological Substance, Category B (UN 3373). Properly packaged shipments smaller than 7" x 4" x 2" must be shipped in the FedEx UN 3373 Pak overwrap.</p> <ul style="list-style-type: none"> • Inside dimensions: 13-1/2" x 18" • Weight when empty: 1.2 oz. • Contents should be compatible with the container and packed securely
<p>Packaging to ship clinical specimens</p>	<p>FedEx® Medium Clinical Box and FedEx® Large Clinical Box</p> <p>Use these sturdy outer boxes for the shipment of clinical specimens. Properly packaged specimens containing or suspected of containing infectious substances meeting the International Air Transport Association (IATA) definition of Biological Substance, Category B (UN 3373) are also permitted for shipment in these boxes. The shipper assumes sole responsibility for compliance with all applicable governmental regulations.</p> <p>FedEx Medium Clinical Box</p> <ul style="list-style-type: none"> • Inside dimensions: 11-3/4" x 3-1/4" x 13-3/4" • Weight when empty: 8 oz. • Contents should be 20 lbs. or less, compatible with the container and packed securely

Your shipping need



Our solution

FedEx Large Clinical Box

- Inside dimensions: 12-1/2" x 3" x 17-1/2"
- Weight when empty: 9 oz.
- Contents should be 20 lbs. or less, compatible with the container and packed securely

Download our brochures on packing and marking Clinical and UN 3373 shipments:

images.fedex.com/us/services/pdf/packaging/Clinical_fxcom.pdf

images.fedex.com/us/services/pdf/packaging/UN3373_fxcom.pdf

Information is subject to change without notice.

**These packaging options are for FedEx Express shipments only.*

Tyvek® is a registered trademark of DuPont. Tyvek® is a registered trademark of DuPont. Tyvek® is a registered trademark of DuPont.

Source: fedex.com, Jan 2016

Purchase FedEx Ground and special use packaging

You'll find a wide variety of shipping supplies available for purchase at FedEx Office and FedEx World Service Center locations, including boxes, envelopes and tape. We also have solutions for specialty items such as art, golf clubs, luggage and electronics, including our durable laptop box and small electronics box for cell phones, MP3 players and other small devices.

FedEx Express responsible packaging

WHEN IT COMES TO RESPONSIBLE PACKAGING, WE'RE IN 100%.



100% of FedEx® packaging is recyclable, and 55% is made from recycled content.

You can be sure you're getting packaging that's as environmentally responsible as it is durable. And that can help make every shipment worry-free.



EVERY FEDEX PACKAGE IS 100% RECYCLABLE



100% of FedEx envelopes are made from an average of 92% recycled content.

Every FedEx envelope delivery is carbon offset to minimize its impact on the environment. The Legal Size Reusable FedEx® Envelope is designed to be used twice.

92%

Recycled Content



100% of FedEx paks are made from an average of 13% recycled content.

The FedEx® Reusable Sturdy Pak is designed to be used twice. FedEx paks (made from polyethylene) are easy to recycle anywhere plastic bags are accepted.

13%

Recycled Content



100% of FedEx white boxes are made from an average of 39% recycled content.

With a wide variety of box sizes to choose from, it's easy to right-size your shipment, minimize waste, and maximize efficiency.

39%

Recycled Content



100% of FedEx brown boxes are made from an average of 44% recycled content.

The tablet box, our first retail packaging to earn the EarthSmart® designation, is reusable, right-sized, and made from renewable resources.

44%

Recycled Content

earthsmart.fedex.com



Order FedEx Express supplies

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

Note: Any pre-printed terms and conditions on any Carrier forms, which are inconsistent with the terms and conditions of the Master Agreement and any Participating Addendum are rejected and do not modify, change or replace the terms and conditions of this Master Agreement or subsequent Participating Addenda.

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

2. Offeror shall, at no additional charge, provide Authorized Users with label printers, labels, etc. or the ability to print labels that are required to prepare articles for shipment. Offeror shall describe its program for providing such printers, including its lease terms and conditions or the ability to print labels.

FedEx agrees to this requirement. Current NASPO ValuePoint participants use fedex.com from their desktop to print labels on their designated office printers. Please refer to the following response to J.3. for more detail. Please note that based on volume shipped, FedEx offers label printers at no additional charge with no lease terms.

3. Carrier shall provide online services ordering capability as well as online printing of shipment documentation and labels. Online ordering and printing services shall be available to Authorized Users via access through the Internet and be capable of being accessed utilizing standard Internet Web Browsers. Offeror shall describe its online ordering and shipment documentation printing services, including a description of the security and privacy protection features that will be applicable to online services. The system shall accommodate a reference field for internal tracking numbers for invoice payment. The reference field shall accommodate up to 20 characters.

FedEx agrees to these requirements.

FedEx website: Easy access to multiple account management tools

Online services ordering and online printing of shipment documentation and labels are available through **fedex.com**. The Ship Tab on fedex.com allows you to:

- Create shipping labels.
- Schedule a pickup.
- Order shipping supplies.
- Get rates and transit times.
- Find FedEx locations.
- Access easy to use tools — as described below — such as:
 - **FedEx Ship Manager® at fedex.com Shipping Administration** allows you to completely and securely manage online shipping accounts in one spot.
 - **FedEx Global Trade Manager** helps you find the correct international documents for your shipment.

FedEx Shipping Administration

With Shipping Administration, you can:

- Manage your accounts online.
- Control who can ship using your accounts.
- View shipment activity across one or multiple accounts that belong to you.
- Set shipping defaults for yourself, and others, to control your shipping costs.
- Create shipment profiles to accelerate your shipping process.
- Share your address book with other people.

Features and benefits

- Convenience
 - **Administration of global shipping on the internet** – FedEx Ship Manager at fedex.com Shipping Administration takes advantage of all the global shipping features provided in the FedEx Ship Manager at fedex.com shipping solution.
 - **Centralized control** – Allows a single administrator, or a group of users, to centrally manage and control shipments that are processed by multiple individuals from different locations within a company.
 - **Administrator expanded address book** – Ability for Administrator(s) to create a centralized address book with up to 25,000 recipients that can be shared company-wide.

- Administrator user controls
 - **Department and user administration** – Set up as many departments and users with shipping privileges as needed.
 - **Default options for departments and users** – Set screen options for multiple users when shipping on FedEx Ship Manager at fedex.com.
 - **Administrator reports** – Create, add, edit and delete customized reports for any shipment processed using FedEx Ship Manager at fedex.com. Monitor and manage shipping activity of all users throughout the company to better control costs and streamline accounting and charge back functions.
 - **Import data** – Ability to import user, departments, references and account information from your desktop.

- Secure
 - **Secure transactions** – FedEx Ship Manager at fedex.com Shipping Administration validates all customer account numbers used. Other back-end checks and security measures are also taken to help protect your company information.
 - **Password secure** – All users must enter their ID and password to log in to FedEx Ship Manager at fedex.com Shipping Administration. Account numbers are visible only to the administrator.
 - **Security standards** – FedEx Ship Manager at fedex.com Shipping Administration uses the SSL (Secure Sockets Layer) security standard, which is supported by Netscape Navigator® 4.06 or higher and Microsoft® Internet Explorer 5.5 or higher.

FedEx Global Trade Manager

FedEx Global Trade Manager is an online solution at fedex.com that has comprehensive tools and services to help you streamline international shipping preparation and management — 24 hours a day, 7 days a week.

Whether you're an experienced international shipper or new to global trade, the peace of mind that comes with having comprehensive features at your fingertips is priceless. FedEx Global Trade Manager assists you with everything you need such as:

- Determining the proper documents required for international shipping.
- Calculating preshipment duty and tax cost estimates.

- Viewing advisories concerning your shipment.
- Researching country profiles.
- Searching an up-to-date international denied-party-screening database.
- Using product profiles to manage your commodity information.
- Completing online and saving the documents you use most.

All of these features can be accessed from the FedEx Global Trade Manager home page — individually or in combination — and the results of your search are organized into one section with a tab at the top for each feature you selected.

Find international documents

The most common reason for shipments delayed in customs is insufficient, improper or incorrect paperwork. The Find International Documents tool helps identify the documents needed to accompany your shipment.

Prepare customs documents online

Once you've found the customs documents you need, you can also prepare, store and reuse them online with the FedEx Document Preparation Center.

- Save document profiles to edit and reuse a set of documents when you repeat similar international shipments. Also initiate a similar shipment with your document profiles. Each document profile relates to an international label you have already created. Search and sort to access your profiles efficiently and also customize your view.
- Save partially completed documents to come back and finish at a more convenient time. Select a pending document profile to resume preparation and complete or to delete as needed.
- Prepared customs documents are stored in the Document Archive for complete visibility. View and modify each document or create a document profile to reuse the document for future shipments.
- Upload your company letterhead to be used with your Commercial Invoice, and also upload a signature image for customized and professional documents.

FedEx Ship Manager at fedex.com

Once you've accessed the information you need from FedEx Global Trade Manager, you can click on the Ship button at the bottom of the results page to go directly to FedEx Ship Manager at fedex.com to create your international shipping label. All the data you entered into the FedEx Global Trade Manager tools will prepopulate in the respective fields on the FedEx Ship Manager at fedex.com shipping screen, ensuring fast and easy label completion.

Security and privacy protection

At FedEx, we are committed to delivering your packages and documents reliably, and we are equally committed to securing the information about your shipments and protecting your privacy using one of the most powerful and integrated information networks in the world. FedEx helps protect your shipping experience and its entire network by means of:

Application security. FedEx conducts application assessments to address the ever increasing threats against enterprise software systems. The software development cycle is subjected to rigorous security

policies and standards so that all FedEx software systems and the data the software operates on, whether proprietary or customer related, are secure.

Physical security. The servers with which your shipping solution communicates are hosted in highly secured data centers at FedEx. Physical access to the data centers and servers is extremely restricted with access monitored and logged.

Host security. The servers communicating with your shipping solution have been “hardened” and verified prior to service placement. This “hardening” process addresses the remediation of major known vulnerabilities on the host system. Systems are re-tested for vulnerabilities on a regularly scheduled basis. Activity is logged and audited for suspicious activity.

Network and perimeter security. FedEx deploys a defense-in-depth strategy to help protect the corporate network and our internet-facing perimeter. A series of firewalls, managed by our Information Security team, helps protect the internet-facing systems. Additionally, we monitor a string of network probes and sensors to identify abnormal behavior.

Encryption. We use 128-bit SSL (Secure Socket Layer) encryption to protect the transmission of your shipping data into, and out of, the FedEx network.

Client security. FedEx equipment at customer locations is secured by “hardening” the operating system to minimize services available. Anti-virus software and anti-spyware software are provided for an additional layer of protection.

To find out more about how FedEx protects the information about your shipments, you can view and download the document, “FedEx Information Security: Steering a Safe Course in Online Shipping,” online at: images.fedex.com/us/security/FedEx_Security_White_Paper_May_2012.pdf.

What FedEx does

The internet is a vital part of business today and is an important link between FedEx and our customers. Here are a few ways FedEx helps protect you.

Secure website

To log in to fedex.com, you are required the use of a browser that supports 128-bit encryption, which protects your personal and business data. This means that when you are on our secure website, the sensitive data transferred between you and FedEx is encrypted. All current-generation browsers support 128-bit encryption. Simply look for the closed padlock symbol in your browser and the “https” prefix in the URL address. If you are not seeing the padlock symbol, that might mean you are using older technology and you would need to upgrade your browser.

VeriSign Extended Validation (EV) certificates

FedEx uses Extended Validation certificates from VeriSign to provide additional peace of mind to our customers. Browsers that support EV certificates provide a visual confirmation that indicates the site has undergone additional validation. Browsers without EV support will continue to function on fedex.com but will not present the extended validation indicator.

Customer login protection

You can only access fedex.com account services and features with a user ID and password. These credentials are securely stored and are known only to you, the customer. Handle your ID and password with care, and never share them with others.

Protecting your account number

Shipping Administration is the primary means of managing and protecting your FedEx account. As a shipping administrator, you decide who gets access to your account, and can manage their shipping activities at fedex.com. FedEx recommends that all account owners register online for Shipping Administration.

Automatic time-outs

For your safety, we automatically log you out after 60 minutes of inactivity and require you to log in again to re-access your account on fedex.com.

Reference field

In the Billing Details section of FedEx Ship Manager, you can enter up to 30 characters or select reference information, such as customer reference and P.O. number, to print on the shipping label. This information can also be used to track packages and for invoicing and reporting purposes.

K. SOFTWARE

Carrier shall, at no additional charge, provide Authorized Users with any software that is required to prepare articles for shipment. Carrier shall provide Authorized Users the most current version of the software and provide upgrades and enhancements free of charge during the term of this Master Agreement. Software shall be compatible with PC operating systems and Macintosh systems. Carrier shall indicate if any such software is required or available.

FedEx agrees to this requirement. Current NASPO ValuePoint participants use web-based fedex.com from their desktop to prepare labels for shipping. FedEx Ship Manager Software is also available but not required.

L. POINT OF CONTACT

1. General Point of Contact: Carrier must provide the name of the person who will work with the NASPO ValuePoint Contract Administrator during the term of the Master Agreement. This person must be authorized to coordinate with other Carrier representatives in each Participating State to ensure an efficient implementation of the Master Price Agreement. These representatives will be able to quickly assign agency account numbers and insure the NASPO ValuePoint contract rates are attached accordingly. Carrier must describe the process required to obtain agency account numbers and Carrier personnel assigned must have full knowledge of the NASPO ValuePoint Master Agreement.

Carrier shall designate one person responsible for Carrier's work under this Master Agreement. Carrier shall provide to each Participating State the name, address and

telephone number of such person and shall keep this information current at all times. Should contact with such person require long distance calls, Carrier will provide a toll free number to be used during normal business hours.

FedEx agrees to these requirements.

General point of contact

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

10585 Heater Court
San Diego, CA 92121
Email: elaine.heath@fedex.com
Phone: 1.858.450.9869
Fax: 1.901.471.5901

Adding and deleting accounts

The FedEx National Account Master report will be used to verify all current locations and account numbers tied to NASPO ValuePoint. To add or delete a location to this program, the customer must call 1.800.645.9424. It is the customer's responsibility to verify proper rates are activated before using account numbers.

FedEx account management team

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

Name	Title State Responsibility	Address	Email, Phone and Fax
Elaine Heath	FedEx Worldwide Government Sales States: California Utah	10585 Heater Court San Diego, CA 92121	Email: elaine.heath@fedex.com Phone: 1.858.450.9869 Fax: 1.901.471.5901
Christopher Kocak	FedEx Manager, Worldwide Government Sales States: All NASPO ValuePoint Participants	719 Hammond Ferry Drive Linthicum Heights, MD 21090	Email: christopher.kocak@fedex.com Phone: 1.443.812.5055 Fax: 1.901.471.5901
Charles Wagner	FedEx Worldwide Government Sales States: Colorado Idaho Montana Nevada North Dakota Oregon South Dakota Washington Wyoming	6505 Southwest Rosewood Tualatin, OR 97062	Email: charles.wagner@fedex.com Phone: 1.503.347.4638 Fax: 1.901.471.5901
Gayle Gilbert	FedEx Worldwide Government Sales States: Connecticut Delaware GW University Maine Maryland New Hampshire Rhode Island West Virginia	900 7 th Street Northwest Suite 550 Washington, DC 2001	Email: ggilbert@fedex.com Phone: 1.703.599.1580 Fax: 1.901.471.5901

Name	Title State Responsibility	Address	Email, Phone and Fax
David Guanella	FedEx Worldwide Government Sales States: Louisiana Oklahoma	4200 Regent Boulevard Building C 2nd Floor Irving, TX 75063	Email: daguanella@fedex.com Phone: 1.469.939.0578 Fax: 1.901.224.2471
Joselyn Henderson	FedEx Worldwide Government Sales States: Alaska Arizona Hawaii Indiana Iowa Kansas Minnesota Missouri Wisconsin	10410 Hickman Mills Drive Kansas City, MO 64137	Email: jchenderson1@fedex.com Phone: 1.816.554.6609 Fax: 1.901.471.5901
Bobby Bledsoe	FedEx Worldwide Government Sales States: Arkansas Florida Kentucky Mississippi North Carolina South Carolina Tennessee	3650 Hacks Cross Road Building E 3rd Floor Memphis, TN 38125	Email: rdbledsoe@fedex.com Phone: 1.901.219.6964 Fax: 1.901.471.5901

2. **Problem Resolution Contact: Problem Resolution.** Carrier shall be available for problem resolution on-site at the Authorized User's location. In addition, Carrier shall be available to Authorized Users via local or toll free phone number for normal problem resolution including but not limited to problems of shipment pickup, delivery, claims handling or incorrect billing. Requests for on-site problem resolution shall be on an as needed basis per request by the Authorized User. Carrier shall respond to the on-site problem resolution within 24 hours of Authorized User's request. Offeror shall provide their problem escalation process.

FedEx agrees to these requirements.

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

Problem escalation process

Resource and purpose

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

3. Offeror shall have trained personnel that can research and maintain a quality assurance program through tracking and monitoring deliveries. Offeror must describe its ongoing quality control program.

FedEx provides NASPO ValuePoint a dedicated government sales team along with general customer service resources to support your tracking and shipment monitoring needs, as well as extensive reporting options and quality programs. For tracking and monitoring deliveries, our customers use FedEx InSight as described below.

FedEx InSight

FedEx InSight allows you to proactively monitor all of your inbound, outbound and third-party shipments, all without a tracking number. You can also receive automatic notifications of shipment status.

FedEx InSight gives you:

Shipment information

- Learn the whereabouts of your U.S. and international FedEx Express, FedEx Ground, FedEx Home Delivery, FedEx SmartPost, FedEx Trade Networks and FedEx Freight shipments, including inbound, outbound and third-party payer shipments.
- Use a tracking number or other data — account number(s), customer data (company name, address) — or both, to identify your shipments.
- View this information online, receive it via email or download it as an ASCII comma delimited file (.csv).
- Access this information for five days after delivery or, if delivery doesn't occur, 15 days after the ship date. International shipment information becomes available when packages are manifested for clearance. U.S. and Canada domestic shipment information that is captured is available when FedEx scans the receipt of the shipment.

Delivery status

- Get shipment-status information before pickup by FedEx and an estimated delivery date.
- See the location of each shipment — state and country for a U.S. shipment and country for an international shipment.

Proactive notification

- Learn about critical shipping events — such as clearance delays, delivery attempts, consolidated proof of delivery and delivery exceptions — with automatic notification by email, internet or wireless device so you can take appropriate action.

Problem resolution

- Learn about shipment and delivery exceptions, such as incomplete paperwork and incorrect addresses, and recommended actions to speed delivery.

Customizable options

- Use the My Options screen to link to and customize various FedEx InSight features. For example, you can select as many notification recipients as you wish, invite an unlimited number of people to view your shipment information and add, delete or edit accounts and addresses in your shipment profile.

A summary table

- See top-line consolidated information about all your shipments along with how many clearance delays and attempted deliveries, if any, are currently affecting your shipments.

Quality principles, processes and practices — ensuring customer needs are met

For every one of our more than 340,000 team members worldwide, our purpose is to deliver outstanding customer service. We empower our employees through the application of our quality principles, processes, practices and tools. The FedEx quality principles are:

- Customers define quality
- Be scientific
- Measure, measure, measure
- Optimize business performance
- Quality involves teamwork
- View failures as opportunities

Our quality improvement process is outlined in four simple, but critically important steps, and they are applied to all types of problem-solving situations. The steps are:

1. **Assess the opportunity**
2. **Build the solution**
3. **Launch the solution**
4. **Evaluate the implementation and results**

To empower our employees in the application of quality practices that improve the customer experience, we promote the use of quality tools at all levels of the organization. A large network of quality professionals and coaches are trained in the application of a broad range of quality tools and processes. This network is an available resource across the company to support quality improvement teams. Additionally, analysts have access to a set of statistical software tools that enable effective root-cause analysis of data related to quality issues. Using facts and data to understand our performance, in combination with customer research to understand our customer expectations, enables employees to develop effective quality solutions. This approach drives improvements that meet both customer experience and business performances requirements. Achieving this balance is how we ensure sustainable performance that builds customer loyalty.

ISO 9001 certification and the Service Quality Index program

Two additional quality programs critical to FedEx quality initiatives are ISO 9001 certification and the Service Quality Index or SQI program. FedEx Express was the first global express transportation company to receive ISO 9001 certification for its worldwide operations. ISO 9001 is the most rigorous international standard for quality management systems. Our superior technology and central control systems enabled us to be the first company in the industry to accomplish this. FedEx Express has been certified to the ISO 9001 quality standard since 1994. Our certificate was granted by one of the largest and most respected registrars in the world, Lloyd's Register Quality Assurance (LRQA). Our certification applies to our entire worldwide network. No other competitor comes close to having such an all-encompassing scope of global registration. As such, FedEx internal processes are meticulously detailed and reviewed to ensure we are compliant with ISO standards at all times.

On a daily basis, FedEx measures overall performance through our Service Quality Index (SQI). SQI is an internal tool for measuring quality to evaluate our service performance. SQI monitors the key areas of FedEx service in all areas of the company via specific performance elements. This full transactional (not sample) data is analyzed to identify trends and improvement opportunities. A quality assurance team ensures that any necessary corrective action is taken to improve service performance. Rather than simply address the consequence of failures, we focus on discovering the root causes of any performance deficiencies or unsatisfactory trends and implementing preventative solutions. Operational groups within the company use area-specific metrics to evaluate their processes as sub-sets of overall SQI indices.

Carrier shall have uniformed personnel who will adhere to all security procedures required by Authorized Users.

FedEx agrees to this requirement.

M. SHIPMENT OF MATERIALS

1. **Dangerous, Hazardous or Otherwise Restricted Materials:** Carrier shall be capable of shipping a variety of hazardous, dangers or other restricted types of materials. Offeror shall provide its policy for dangerous, hazardous, and restricted materials.

FedEx Express: Industry leadership in transportation of dangerous goods.

FedEx Express is a world leader in the transport of dangerous goods, and we provide the reliable delivery and support you need.

And, we also offer dangerous goods training.

Our dangerous goods program includes spill prevention, agency notification, appropriate handling and emergency response to hazardous materials incidents. Our program complies with all applicable U.S. and state permit requirements, and we have all required registration numbers for the hazardous materials that we accept for transport.



With FedEx Express delivering your accessible and inaccessible dangerous goods to all U.S. and many international destinations, your shipments get there fast — even overnight. In fact, you can ship dangerous goods to more international destinations with FedEx than with any other express carrier.

Shipments containing dangerous goods must be tendered to FedEx Express in accordance with current International Air Transport Association (IATA) regulations for air transport and the FedEx Express Terms and Conditions. This is required regardless of the routing and whether the shipment ends up physically moving by air transportation, ground transportation or a combination of the two.

Dangerous goods we accept

The following dangerous goods may be shipped within the U.S. and Puerto Rico in accordance with the current edition of Title 49 Code of Federal Regulations (49 CFR), which applies to transportation:

- Magnetized material
- Toxics in exemption packaging
- Environmentally Hazardous Substance, Liquid, n.o.s. or Environmentally Hazardous Substance, Solid, n.o.s. for nonbulk packages
- Shipments containing ethyl alcohol in small amounts as defined by 49 CFR 173.150 (g). Note: Shipments that must be marked “Contains Ethyl Alcohol” under 49 CFR cannot be shipped by air and are not accepted by FedEx Express.
- Some U.S. Department of Transportation (DOT) exemptions that have been approved for air transportation

Dangerous goods hotline

We offer a toll-free hotline staffed by knowledgeable specialists. For both U.S. and international shipments, call 1.800.GoFedEx (1.800.463.3339) and say “dangerous goods” to reach the FedEx Dangerous Goods/Hazardous Materials Hotline.

Identification of dangerous goods

Sometimes you may not recognize that the item you are shipping qualifies as dangerous goods and requires proper identification, classification, packaging, markings, labeling and documentation. However, it is your responsibility to correctly identify and classify these shipments.

The first step is for you to identify whether your shipment contains dangerous goods. This category includes aerosol sprays, airbags, ammunition, butane, car batteries, cologne, dry ice, fireworks, gasoline, jet fuel, lighters, lithium batteries, matches, nail polish, nail polish remover, nitrogen-refrigerated liquid, paint, perfume, solvents, some chemicals, and more.

If you’re unsure whether your commodity meets the criteria for dangerous goods, or which dangerous goods identification and classification applies to your shipment, contact the U.S. Department of Transportation at 1.800.467.4922. IATA regulations Section 2.2 also offers extensive information on the topic of hidden dangerous goods. If you have further questions on shipment preparation, call the FedEx Dangerous Goods/Hazardous Materials Hotline at 1.800.GoFedEx (1.800.463.3339) (say “dangerous goods”).

Ground vs. air regulations

Some items may not be regulated as dangerous goods if they travel by ground, but are regulated by IATA if they are offered for transportation via FedEx Express® services. One common example is dry ice (carbon dioxide solid), UN 1845.

If you receive a package with an ORM-D marking but it has no dangerous goods paperwork, it may be that it was shipped via a ground carrier. If you then tender that ORM-D shipment to FedEx Express, you must offer it under IATA/ICAO regulations, not 49CFR. This includes providing the correct identification, classification, packaging, labeling, marking and documentation (a Shipper's Declaration for Dangerous Goods form) for the shipment. Refer to all applicable FedEx Express IATA Variations as well.

Dangerous goods training

The federal government requires that every shipper have job-specific dangerous goods training before tendering a dangerous goods shipment to FedEx or any air carrier.

You can register at fedex.com for government-mandated training. We offer a full three-day course, a one-day refresher course for experienced shippers and special training on shipping radioactive materials. We also offer private seminars at your location.

Packaging, marking and documentation

As the shipper, you are responsible for identifying, classifying, packaging, marking, labeling and completing documentation for dangerous goods according to all national and international governmental regulations. Failure to do so could create dangerous conditions on the aircraft and result in the shipper being subject to governmental fines and penalties under applicable laws.



Dangerous goods resources

We have job aids, checklists and more to help you prepare dangerous goods shipments. To view these resources, visit fedex.com/us/service-guide/ship-dg-hazmat/dangerous-goods/resources.html. These forms and job aids are updated on a regular basis, so keep checking back for the most current information.

Packaging

Dangerous goods (including dry ice) cannot be shipped in FedEx Express packaging, except UN 3373, Biological Substance, Category B, which may be shipped in the FedEx UN 3373 Pak, the FedEx Medium Clinical Box and the FedEx Large Clinical Box, and IATA Section II lithium batteries, which may be shipped in FedEx boxes and tubes.

Package labels

For faster, more accurate shipment preparation, use our FedEx dangerous goods package labels. Simply apply the labels, which are designed for the type of dangerous goods you're shipping, to your packages rather than marking and labeling them by hand. We have specialized labels for undeveloped film and dry ice. To order packaging or labels, call 1.800.GoFedEx (1.800.463.3339).

Package markings

Package markings must be permanently affixed to the package by the shipper. The markings can be handwritten on the package or applied in the form of a self-adhesive label. Attaching a pouch containing shipment information to the package does not meet this requirement.

IATA regulations, for example, require the shipper to mark the name and address of both the shipper and recipient on the package.

Applying a peel-and-stick airbill or self-adhesive automation label meets this requirement; a paper airbill or paper automation bar code in a pouch does not.

Dry Shippers/Dry Dewars meeting the note in IATA Packing Instruction 202 should have an indication on the outer package that the shipment is a Dry Shipper or Dry Dewar.

Shipper's declaration for dangerous goods

- FedEx can accept Shipper's Declarations for Dangerous Goods only in typed or computer-generated formats, not hand-written (see FedEx Express variations FX-12 and FX-18 in the current IATA Dangerous Goods Manual for certain exceptions that apply, and other details).
- Most shipments to, from or transiting through the U.S. that require a Shipper's Declaration for Dangerous Goods also require a 24-hour emergency-response telephone number. For exceptions to this rule, refer to current IATA regulations.
- FedEx electronic shipping solutions can accept different designations of dangerous goods for individual packages within a multiple-package shipment in the U.S. You must label each package appropriately and provide dangerous goods documentation for the entire shipment.
- If a mistake is made on the Shipper's Declaration for Dangerous Goods form, the shipper may correct the form then handwrite their full signature next to the alteration or amendment. This must be the same signature used to sign the document. The most common reason for a rejected shipment is neglecting to sign the alteration or amendment with the same signature used on the document. See IATA 8.1.2.6 for information on alterations and amendments.

Special handling fees apply. Please refer to the FedEx Service Guide in effect at the time of shipment for complete details.

Hazardous materials for FedEx Ground

FedEx Ground provides reliable, cost-effective shipping for certain hazardous materials within the contiguous U.S. Because of the potentially dangerous nature of these materials, special care must be taken with each shipment.

Before you start

You must complete the appropriate government training requirements to generate the documentation your shipments require.



Prior to tendering your shipments to us, please be familiar with the information in the FedEx Ground Hazardous Materials Shipping Guide. You can download a copy of the guide at fedex.com/us/service-guide/our-services/hazardous-materials/index.html#tab2.

In addition, be sure your shipments are labeled, marked, classified and packaged according to the rules in the Code of Federal Regulations (49 CFR) published by the DOT, and the rules in the FedEx Ground Hazardous Materials Shipping Guide. Failure to comply with these rules may result in criminal or civil penalties.

FedEx Ground restrictions

The following restrictions and requirements apply when shipping hazardous materials via FedEx Ground:

- You must obtain approval prior to shipping hazardous materials via FedEx Ground. Contact your FedEx account executive or call FedEx Customer Service at 1.800.GoFedEx (1.800.463.3339) (say "hazardous materials") for more information.
- We ship hazardous materials, including ORM-D and Limited Quantity materials, via FedEx Ground® service within the contiguous U.S. Hazardous materials, including ORM-D, Limited Quantity materials and combustible liquids, cannot be shipped to, from or within Alaska or Hawaii. Consumer-commodity ORM-Ds and Limited Quantity can be shipped to Canada. You cannot, however, ship ammunition, cartridge small arms and cartridge power devices to Canada.
- FedEx Ground® Call Tag service is not available for hazardous materials shipments.
- Our money-back guarantee may not apply to shipments that are not properly prepared in accordance with DOT regulations and FedEx Ground requirements.
- Hazardous materials, including ORM-Ds, Limited Quantity materials and dry ice, are not accepted at FedEx Office® Print and Ship Centers, FedEx World Service Center® locations, FedEx Office® Ship Centers, FedEx Authorized ShipCenter® locations, FedEx Express® Drop Boxes or unstaffed FedEx locations. Shipments containing hazardous materials, including ORM-Ds, Limited Quantity materials and dry ice, must be tendered to FedEx Ground via a scheduled pickup at the customer location. FedEx Office Print and Ship Centers will accept shipments containing lithium batteries shipped according to Special Provision 188 or 189 of the 49 CFR.
- Packages containing hazardous materials cannot exceed 70 lbs. Liquid volumes may not exceed 8 gallons.

Packaging

All hazardous materials must be packaged in United Nations Performance Oriented Packaging (UN POP) except when non-specification packaging is authorized by Title 49 Code of Federal Regulations (49 CFR). All packaging must meet the requirements set out in 49 CFR 173.24 and 49 CFR 173.24a. Packaging that is not in new or "like new" condition will not be accepted. In addition, the following requirements apply:

- Fiberboard non-specification packaging and outer packaging must meet the following requirements:
 - For packages weighing up to 20 lbs., the minimum requirements are a 200-lb. bursting test or 32-edge crush test package.
 - For packages weighing 21-50 lbs., the minimum requirements are a 250-lb. bursting test or 44-edge crush test package.
 - For packages weighing 51-70 lbs., the minimum requirements are a 275-lb. bursting test or 55-edge crush test package.
- All containers with friction-fitted lids must have a retaining ring around the lid, or:
 - Six lid clips (for gallon containers)
 - Five lid clips (for quart containers)
 - Four lid clips (for pint containers)

Labeling and documentation

All packages must be properly marked in accordance with Title 49 Code of Federal Regulations (49 CFR) requirements. We require all packages to have a minimum of four package markings:

- Shipper's address
- Recipient's address
- Proper shipping name as designated by the U.S. Department of Transportation (DOT)
- The UN/NA Identification Number

Depending on the contents of your shipment, additional markings may be required.

Packages containing hazardous materials must be properly labeled. The diamond-shaped hazard label, which indicates the hazard class and division of the material you're shipping, is the most commonly used label. It must be displayed on packaging of contrasting color.

Some hazardous materials present more than one hazard. When shipping these materials, the subsidiary hazard label must be displayed within 6 inches of the primary hazard label on your packaging.

Exceptions to labeling:

- Packages shipped as a Limited Quantity may be exempt from the labeling requirements.
- Packages shipped under a DOT special permit may also be exempt from labeling requirements.
- Packages prepared under 49 CFR 173.13 do not require a diamond-shaped hazard label.

Please refer to fedex.com and the FedEx Service Guide for complete details on shipping Hazardous Materials with FedEx Ground.

2. Evidentiary Materials: Offeror must be able to provide services for shipments of evidentiary materials in compliance with any participating state laws, policies or procedures. A copy of these Participating State or Participating Entity policies and procedures is available upon request.

Compliance will be addressed through the participating addendum of each state as we work to understand each state's specific requirements.

N. DELIVER AS ADDRESSED

When requested, Offeror must return undeliverable package to sender, rather than performing an address correction and forwarding the package to an address. Offeror shall work with the Authorized User to adequately identify these items as "deliver as addressed" or in a mutually agreed language rather than forwarding them to a correct address. Authorized Users shall notify Offerors of such packages. Offerors shall not charge an additional fee for returned items that are appropriately identified as "deliver as addressed."

FedEx agrees to these requirements.

O. MARKETING PLAN

Offeror shall provide a marketing plan explaining how it will market its relationship with NASPO ValuePoint, Lead State, and Participating Entities in future marketing material and campaigns. The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard,

1. Briefly describe how you intend to promote the use of the Master Agreement.

FedEx has a three-tier approach to managing a large relationship such as NASPO ValuePoint. Each state is directly supported by our top level sales team FedEx Worldwide Sales. We have six dedicated Worldwide Account Managers (WWAM) that are geographically dispersed across the US who are in charge of working with state governments in all 50 states. In addition to the Worldwide Sales organization, we have a FedEx Field Account Executive (AE) Sales organization comprised of several thousand team members that manage small geographic territories within a state. Lastly, we have an Inside Sales team of 16 individuals dedicated to the states to ensure we have complete coverage from the largest facilities to the smaller locations.

This gives FedEx unprecedented coverage for the 39 states already under the NASPO ValuePoint agreement with FedEx and the ability to convert additional states to the agreement. Each WWAM and AE have mandatory call requirements used to promote the small parcel agreement. For

FedEx Express[®] services
Whether you need a document delivered the same day or an important package delivered in 1, 2 or 3 business days, you can ship anywhere in the U.S. with confidence, because FedEx Express schedules delivery by a certain day and time for every service.

FedEx Priority Overnight[®]
The most popular express service—next-business-day delivery by 10:30 a.m. in most areas.

FedEx Standard Overnight[®]
Next-business-day delivery by 3 p.m. in most areas.

FedEx 2Day[®]
Delivery in 2 business days by 4:30 p.m. in most areas.

FedEx Express Saver[®]
Delivery in 3 business days by 4:30 p.m. in most areas.

FedEx Ground[®] services
For cost-effective delivery of shipments that don't need the speed of express shipping, choose FedEx Ground for delivery in 1 to 5 business days in the contiguous U.S., based on distance to the destination, and 3 to 7 business days to and from Alaska and Hawaii.

FedEx Home Delivery[®]
You can count on reliable residential delivery anywhere in the U.S. Tuesday through Saturday, 9 a.m. to 8 p.m., with convenient and flexible premium service upgrades like

FedEx Date Certain Home Delivery[®], FedEx Evening Home Delivery[®] and FedEx Appointment Home Delivery[®].

fedex.com
Fast and simple to use, fedex.com is just the kind of one-stop desktop resource you need to manage your shipping. Here's just a hint of what you can do online.

Ship a package • Track package status • Schedule a pickup • Locate a drop box • Order supplies

FedEx InSight[®]
This tool monitors the status of your shipments and automatically notifies you and others of critical shipping events. With accurate package-status information, you can save time, avoid delays and manage customer relationships better.

FedEx Ground Map for 97301 Salem, Oregon

HOW DO I GET STARTED?

To access our contract online, go to <http://fedex.com/oregon>.

To open a FedEx account or link an existing account to the Oregon contract, call 1.800.645.9424.

For billing support, call 1.800.645.9424.

For FedEx Customer Service on day-to-day shipping inquiries, call 1.800.GoFedEx 1.800.463.3339 or go to fedex.com.

For FedEx Sales support, please contact karen.mccreel@fedex.com.

FedEx.
Member State of Oregon

Custom marketing collateral used when on boarding new states to the NASPO Valuepoint agreement.

new states we have strict on-boarding requirements that include “call to actions,” where communication blasts and specific marketing material are sent to account representatives across the state to distribute to potential customers. In addition, we have the attached Marketing leave behind customized to onboard new states. Lastly, we work directly with the CPO’s to make sure all updated contract information is accurate and available on the online marketplace.

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

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

3. Public entities are sensitive to “scope” issues, that is, whether performance is within the intended scope of the solicitation as awarded. In the context of your method of promoting agreements of this nature, how would you clarify any questions regarding the scope the agreement with respect to any potential order?

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

4. How will your company manage due dates for administrative fee payments and usage reports?

FedEx has been a carrier for the small parcel agreement for 10 years with no issues. We have dedicated reporting staff for this contract and therefore will continue to meet the due dates for reporting and/or administrative fees.

5. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. What opportunities and/or challenges do you see in working with NASPO ValuePoint staff in this way?

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

P. GREEN TRANSPORTATION PLAN

Offeror shall outline its green transportation plan.

FedEx and the environment: Moving forward sustainably and efficiently

At FedEx, we believe that we can decrease our environmental footprint while simultaneously expanding our business. We have continued to reduce our emissions even as our revenue and the number of items we deliver has gone up.

We focus our environmental efforts on reducing aviation and vehicle fuel-use impacts through efficiency measures and fleet modernization, and by conserving energy use at our facilities through on-site solar generation and lighting retrofits.

At the same time, we look for innovative technologies that can benefit our business and the environment in the longer term. For example, the FedEx® Fuel Sense program is spurred by the belief that every drop of fuel counts to continually increase efficiencies in every phase of our aircraft operations.

Environmental Management System

Each FedEx operating company manages its environmental performance. They do so by taking into account our corporate policy and the four building blocks of Practical Environmentalism — performance, transparency, innovation and leadership.

FedEx Express has had an Environmental Management System (EMS) in place since 1999, with 51 facilities in Europe certified to ISO 14001. In FY13, we launched a FedEx-wide EMS based on the key elements of ISO 14001. This requires that each FedEx operating company identify relevant environmental impacts and maintain management programs that minimize or eliminate those impacts.

The vice president of Environmental Affairs and Sustainability oversees and reviews the EMS annually. Our companies share synergies, ideas and innovations through Sustainability Impact Teams (SITs) for global Vehicles, Facilities, Air Operations, IT, EarthSmart, Data/Reporting and Supply Chain. The SITs and operating companies' sustainability leaders report to our chief sustainability officer, the Vice President of Environmental Affairs and Sustainability, who also chairs the FedEx Enterprise Sustainability Council (FESC), our executive member sustainability oversight council.



earthsmart
FedEx solutions for a more sustainable world

earthsmart
FedEx Low Emission Hybrid Electric

fedex.com
1.800.GoFedEx

EarthSmart® is our way of recognizing and encouraging innovative initiatives to improve environmental performance, engage our team members and customers and inspire others to follow our lead.

A prime example of an EarthSmart Innovation is our carbon neutral envelope shipping. For every FedEx Express® branded envelope shipped anywhere in the world, we offset the carbon emissions related to its transport through BP Target Neutral, a not-for-profit carbon offset provider, at no cost to our customers. Since the program launched in April 2012, we have offset more than 150,000 metric tons of CO₂e.

Here are just a few things we're doing around the globe to operate more efficiently, while being good stewards of the environment.

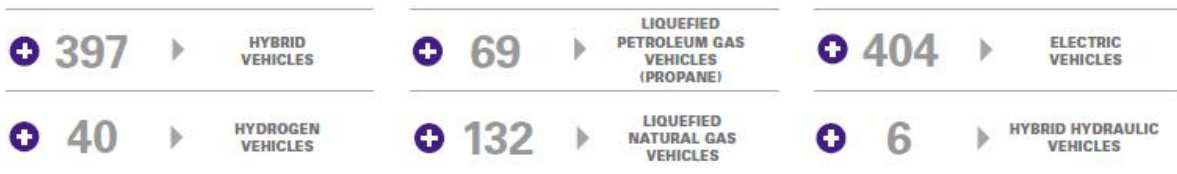
Exploring future technologies

New products have to be extensively tested in the field, refined and tested again before they can be widely adopted. At FedEx, we're proud to be a leader in developing and testing alternative fuel and energy technologies. For example:

- FedEx Freight is testing the long-term performance and longevity of tractors fueled with liquefied natural gas (LNG) and compressed natural gas (CNG).
- FedEx Express has been developing a fuel station to test hydrogen-fuel-cell cargo tow tractors at the Memphis airport.
- FedEx Office is exploring the suitability of CNG for local pickup and delivery fleet operations.

Alternative fuel vehicles

At FedEx, we're proud to be a leader in developing, testing and adopting alternative fuel and energy technologies. We had 1,048 owned and contracted alternative fuel vehicles in our global fleet in 2014, including electric, hybrid, natural gas and hydrogen vehicles.



Jet fuel reduction

We search for efficiencies across FedEx aviation operations through our FedEx® Fuel Sense programs. Thanks to 46 of these programs, as well as our aircraft modernization program, we saved more than 100 million gallons of jet fuel that would have otherwise been used and avoided more than 976,000 metric tons of CO₂e in 2014.

Team effort: Procurement, purchasing and supply chain

In addition to our EarthSmart initiatives, our operating companies have taken the lead in creating a more sustainable future.

The FedEx Freight GREEN site program implements initiatives to conserve energy, reduce waste and improve internal supply chain efficiencies across our facilities in the U.S. and Canada. Facilities that take additional actions in these areas can become certified on one of two levels. During FY14, the total

number of GREEN sites almost doubled: 101 facilities gained a new designation over the year, either as a new Level 1 Site or by advancing to Level 2.

Our efforts also extend to our purchasing practices, as well as whom we chose to do business with.

- Our FedEx Office procurement policy for forest-based products specifies vendor requirements for responsible forest management practices, as well as recycled content standards.
- Fifty-eight percent of our packaging is made from some recycled content.
- The FedEx Freight Supply Exchange Program connects locations that have surplus office supplies with other locations where they can be used, reducing waste sent to landfill, as well as conserving natural resources. In addition, 79 percent of the tires purchased by FedEx Freight, 66 percent of tires purchased by FedEx Ground and 68 percent of tires purchased by FedEx Express in FY14 were retreaded.

FedEx also works with external resources. For example, as a founding partner of the Sustainable Purchasing Leadership Council, a U.S. non-profit organization that supports and recognizes purchasing leadership towards a sustainable future, FedEx is helping to create a standard set of principles around sustainable purchasing and procurement processes.



Recycling and reusing materials

This year we increased the amount of waste diverted from landfill by reusing materials and recycling.

Some of our FY14 recycling gains included:

- FedEx Ground began a tire casing reuse program, selling old tires to vendors that repurposed them for off-road and farm use. This diverted around 5,500 tire casings from landfill.
- More than 12,000 tons of materials, including plastic film, cardboard, paper, plastic bottles and scrap metal, were recycled at FedEx Ground as a result of its Ground Green program —47 percent more than in FY13. Ground Green integrates waste reduction and recycling techniques into everyday work activities by increasing team member awareness and encouraging involvement.
- FedEx Freight increased paper recycling through a document shred program.
- More than 314,000 lbs. of aluminum was recycled as a result of the lightweight aircraft container modification program at FedEx Express, which also reduced aircraft fuel consumption.
- At FedEx Office, 7,476,802 lbs. of paper were recycled through the customer-facing Paper Recycling program.

Additional environment and efficiency metrics

Our trucks, planes and facilities span more than 220 countries and territories. We move the global economy, and we are always looking for ways to do it while reducing our own environmental footprint and those of our customers.

CO₂e emissions

Moving packages and freight via aircraft and ground vehicles for customers around the world — our main operating activity — unavoidably results in fuel use and greenhouse gas emissions. The principal source of our emissions is jet fuel, followed by diesel fuel in company-owned vehicles at FedEx Express and FedEx Freight. We are committed to cutting these emissions year over year. We continue to set and meet ambitious goals to reduce our carbon footprint and decouple economic growth from our direct and indirect emissions.

▼ **3%**
Reduction over 2 Years

TOTAL (SCOPES 1, 2, & 3)	
FY12	16,846,613
FY13	16,531,203
FY14	16,300,585

13,450,945

Scope 1 FY14

960,079

Scope 2 FY14

1,889,561

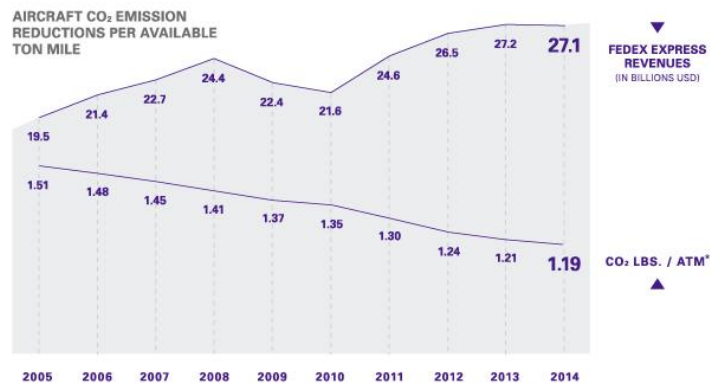
Scope 3 FY14

Aircraft emissions intensity

In 2014, year-over-year aircraft emissions at FedEx continued to drop as absolute jet fuel use was cut by more than 34.4 million gallons. Two powerful initiatives contributed to us achieving these important reductions: FedEx[®] Fuel Sense and modernizing our aircraft fleet.

 **GOAL:** Reduce aircraft emissions intensity 30% from a 2005 baseline by 2020

PROGRESS: In 2014, we reduced aircraft CO₂ emissions intensity by a further 1.5%, bringing our total reduction in CO₂ emissions intensity to 21.4% from 2005 levels.**




* ATM, or available ton mile, is defined as one ton of capacity (cargo) transported one mile.

** In last year's report, we reported that we had reduced our aircraft CO₂ emissions intensity in FY13 to a total reduction of 22.3 percent from 2005 levels. This result occurred from a comparison against our original 2005 Calendar Year benchmark. However, in comparison against our 2005 Fiscal Year benchmark, which differs from Calendar Year, the total reduction in emissions intensity was 20.2 percent from 2005.

Vehicle fuel efficiency

At FedEx Express, we describe our approach to improving vehicle efficiency as Reduce, Replace and Revolutionize.

 **GOAL:** Increase FedEx Express vehicle fuel efficiency 30% from a 2005 baseline by 2020

PROGRESS: In 2014, FedEx Express further improved fuel efficiency by 2.5%, bringing their cumulative improvement from 2005 levels to 29.5%. In FY15, we plan to revisit this goal in light of the progress to date.

29.5%

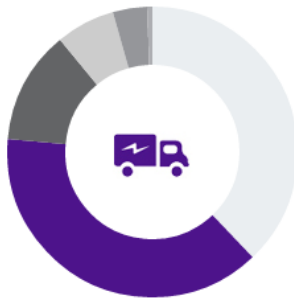
Improvement in FedEx Express vehicle fuel efficiency since 2005

FedEx Express Vehicle Fuel Efficiency (%)

GOAL	30%
PROGRESS	29.5%

Global alternative fuel fleet


An important way to reduce our vehicle emissions is to upgrade to cleaner, more efficient vehicles with engines that are optimally sized for the weight and power needed. We invest and participate in projects that advance the development of electric vehicles and their supporting infrastructure, which we strongly believe can make a significant positive contribution toward lessening the transportation sector's environmental impact. And we're proud to be a leader in developing and testing alternative fuel and energy technologies.



VEHICLE TYPE	FY14
Hybrid	397
Electric	404
Compressed or Liquefied Natural Gas	132
Liquefied Petroleum Gas (Propane)	69
Hydrogen	40
Hydraulic Hybrid	6
TOTAL	1,048*

* Includes 63 FedEx Ground contractor-owned vehicles

Alternative jet fuels

 **GOAL:** Obtain 30% of our jet fuel from alternative fuels by the year 2030

PROGRESS: FedEx is actively engaged with the Commercial Aviation Alternative Fuels Initiative (CAAFI), ASTM International, The Nature Conservancy, the U.S. Departments of Energy and Agriculture and other stakeholders in developing viable sustainable alternatives to petroleum-based jet fuel. Developing a sustainable jet fuel product that can be produced at scale and transported to where it's needed at a competitive price is a challenge that can only be solved by working together with our industry peers, academia, governmental agencies and companies in the alternative fuel supply chain, including refineries and distributors.

30% by 2030

Our goal is to obtain 30% of our jet fuel from alternative fuels by the year 2030

Energy consumption

Our planes and vehicles are responsible for the majority of our Scope 1 energy consumption. Electricity use at approximately 5,000 facilities worldwide accounts for all our Scope 2 consumption.

DIRECT ENERGY CONSUMPTION (SCOPE 1, TERAJOULES)

FY12	207,352
FY13	202,334
FY14	198,406

INDIRECT ENERGY CONSUMPTION (SCOPE 2, TERAJOULES)

FY12	5,895
FY13	6,298
FY14	6,267

TOTAL DIRECT AND INDIRECT ENERGY CONSUMPTION (SCOPE 1 & 2, TERAJOULES)

FY12	213,247
FY13	208,632
FY14	204,673

Energy saving initiatives

With 673 airplanes and more than 100,000 owned and contracted vehicles in our fleet, as well as around 5,000 facilities globally, it makes economic as well as environmental sense for us to reduce our fuel, energy and materials use. We look for solutions that make a difference today, like upgrading to more fuel-efficient aircraft and vehicles, and installing more solar panels to generate clean power for our facilities where practical.

TOTAL ENERGY SAVED (TERAJOULES)		TOTAL CO ₂ E EMISSIONS AVOIDED (METRIC TONS)	
FY13	14,371	FY13	1,003,805
FY14	17,868	FY14	1,297,385

Renewable energy generation



GOAL: Expand on-site generation and continue to procure renewable energy for our facilities


PROGRESS: Two new sites opened in FY14 include on-site solar energy generation: the FedEx Trade Networks Riverview Solar Technology Park in Tonawanda, NY, and the FedEx Express North Pacific Regional Hub at Kansai Airport, Japan.

Later in 2014, FedEx Ground completed installation of two more solar-energy generation systems that together will generate more than 3.5 million kWh of electricity each year. FedEx Ground also started producing electricity from a solid oxide fuel cell at their facility in Rialto, Calif.

EMISSIONS SAVED BY SOLAR SITES (METRIC TONS CO ₂ E)	
FY12	2,400
FY13	2,451
FY14	3,145

LEED certified facilities

FedEx is seeking Leadership in Energy & Environmental Design (LEED) certification on all new U.S. FedEx Express buildings. By FY14, FedEx had 10 LEED-certified buildings.

 **GOAL:** Seek LEED (Leadership in Energy and Environmental Design) certification on all new U.S. FedEx Express buildings

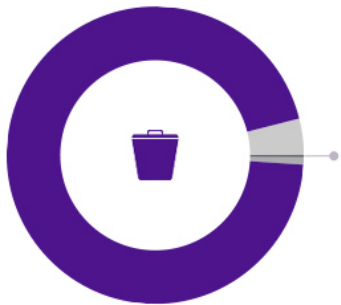
PROGRESS: No new FedEx Express buildings were LEED-certified in FY14, although six are in the process of being reviewed for certification. We currently have 10 LEED-certified buildings, including the FedEx Express world headquarters in Memphis—also a FY14 Energy Star Award winner.

In addition, in FY14, FedEx Ground achieved LEED certification for two facilities—in Burbank, CA, and North Seattle, WA—and is pursuing LEED certification at three more facilities. The new FedEx Office headquarters in Plano, TX, scheduled to open in September 2015, will also be LEED-certified.



Waste

Our largest waste materials vary by operating company. They include scrap metal, wooden pallets, plastic, cardboard and paper, as well as team members' aluminum cans and plastic and glass bottles.



FY14 WASTE STREAMS (U.S. TONS)*

WASTE TYPE	FY14
● Solid Waste	213,886
● Regulated non-hazardous waste	8,770
● Hazardous waste	1,032
● Universal waste**	89
● Electronic waste	1,354

* Refers to data collected in North America, Colombia and Brazil.

** Universal Waste encompasses certain hazardous waste items, including batteries and lightbulbs, as defined by U.S. EPA regulations.

Recycling

We aim to recycle, repurpose or reuse as much waste as possible. In FY14, we increased the amount of waste diverted from landfill through our recycling and reuse programs.

TOTAL WASTE (U.S. TONS)*		TOTAL REPORTED WASTE SENT TO RECYCLERS (U.S. TONS)*	
FY12	153,791	FY12	106,046
FY13	179,997	FY13	119,377
FY14	225,130	FY14	155,339

% WASTE SENT TO RECYCLERS



Packaging with recycled content

Cardboard is the largest single component of our reported packaging materials volume, comprising around 80 percent. The majority of our cardboard consumption is for the FedEx-branded packaging provided to customers for shipping at FedEx Express and FedEx Ground. This branded packaging is made from approximately 60 percent recycled content. Corrugated cardboard used by FedEx Ground for re-packing customer packages during shipping is made from 45 percent recycled content.

PACKAGING WITH RECYCLED CONTENT* (U.S. TONS)		% PACKAGING WITH RECYCLED CONTENT		
FY12	25,422	60%	65%	58%
FY13	31,494	FY12	FY13	FY14
FY14	31,685			

* Cardboard is the largest component of our packaging materials. We also use materials such as bubble wrap, plastic air pillows, chipboard, and Tyvek envelopes.

FSC certified paper at FedEx Office

Our FedEx Office procurement policy for forest-based products specifies vendor requirements for responsible forest management practices, as well as recycled content standards. They seek out sustainable options for customers by conducting assessments of paper sources and supply chains, which include robust audits of suppliers' operations and harvest lands. They encourage customers to choose sustainable options by identifying these choices clearly. In customer-facing materials like the FedEx Office Paper and Binding Book, logos help to distinguish stock that is certified as responsibly sourced, contains recycled materials or is made from non-wood pulp sources. They reinforce and remind sourcing and supply chain team members of the policy and the sustainable choices available to customers.

84%

In FY14 98% of paper purchased for use by FedEx Office was third-party-certified as responsibly sourced, with 84% of it certified by the FSC.

Certified by the Forest Stewardship Council (FSC)

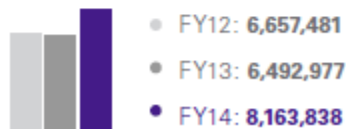
Solar energy generation

Our 11 solar-energy facilities generated 8,163,838 kWh of electricity in FY14, enough to avoid 3,145 metric tons of CO₂e emissions.

NUMBER OF SOLAR FACILITIES



ANNUAL SOLAR ELECTRICITY GENERATED ON-SITE (kWh)



EMISSIONS SAVED BY SOLAR SITES ANNUALLY (METRIC TONS CO₂e) IN FY14



FedEx Global Citizenship Report

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

<http://csr.fedex.com/downloads.php>

4.2. NASPO ValuePoint Master Agreement Statement of Compliance

NASPO ValuePoint Master Agreement(s) resulting from this RFP will constitute the final agreement except for negotiated terms and conditions specific to a Participating Entity's Participating Addendum.

The Master Agreement will include, but not be limited to, the NASPO ValuePoint Standard Terms and Conditions in Attachment A and Lead State specific terms and conditions required to execute a master agreement, the scope of work and selected portions of the Offeror's Proposal.

This section highlights particular terms and conditions of NASPO ValuePoint Master Agreement Terms and Conditions, although Offerors will be bound to all the terms and conditions when executing a Master Agreement as shown in Attachment A. Offerors must include a statement in their Proposal that they have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A).

We have read and understand all of the terms and conditions as shown in the Master Agreement (Attachment A.) Please refer to Attachment A within this RFP response for redlined comments.

A. Insurance

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

FedEx agrees to these requirements. To obtain insurance satisfying your requirements, please contact the FedEx Worldwide Account Manager aligned to your state as illustrated in response to Section L.1.

B. NASPO ValuePoint Administrative Fee and Reporting Requirements

To be eligible for award, the Offeror agrees to pay a NASPO ValuePoint administrative fee as specified in Section 6 of the NASPO ValuePoint Master Agreement Terms and Conditions. Moreover, specific summary and detailed usage reporting requirements are prescribed by Section 7 of NASPO ValuePoint Master Agreement Terms and Conditions.

FedEx agrees to these requirements. FedEx offers a customized rate to NASPO ValuePoint and administrative fees are paid based on the provided rate chart. In addition, FedEx agrees to provide the level of detail currently given to NASPO ValuePoint. All other reporting elements will need to be

discussed based on (1) existence/availability of data element, (2) HIPPA requirements and other privacy concerns.

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

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

4.3 Intentionally deleted.

Acknowledged.

4.4 Participating State Terms and Conditions. As a courtesy to Offerors, some Participating State specific Terms and Conditions are provided in Attachments to this solicitation. These are for informational purposes only and will be negotiated with individual Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.

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

4.5. Technical Requirements

This section contains technical requirements pertaining to solicitation BC16018 Small Package Delivery. Other sections of this RFP contain additional requirements that must be met in order to be considered responsive. Offerors must identify in their Proposal how their company meets (or exceeds) all requirements listed in Section 4 of this RFP solicitation. This section contains evaluation criteria for scoring proposals.

For Technical Requirements A through F below, we have provided detailed responses within the appropriate sub-sections of Section 4.

A. QUALIFICATIONS OF CARRIERS (100 points)

Offeror will be evaluated based on its response to Section 4.1(A). Offeror is not limited to its response to Section 4.1(A) and may expand as needed.

B. PRIOR EXPERIENCE (100 points)

Offeror will be evaluated based on its response to Section 4.1(H). Offeror is not limited to its response to Section 4.1(H) and may expand as needed.

C. DROP BOXES (50 points)

Offeror will be evaluated based on its response to Section 4.1(J). Offeror is not limited to its response to Section 4.1(J) and may expand as needed.

D. POINT OF CONTACT (50 points)

Offeror will be evaluated based on its response to Section 4.1(L). Offeror is not limited to its response to Section 4.1(L) and may expand as needed.

E. MARKETING PLAN (50 Points)

Offeror will be evaluated based on its response to Section 4.1(O). Offeror is not limited to its response to Section 4.2(O) and may expand as needed.

F. GREEN INITIATIVE (25 points)

Offeror will be evaluated based on its response to Section 4.1(P). Offeror is not limited to its response to Section 4.2(P) and may expand as needed.

G. DATA SECURITY (25 points)

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

Security and privacy protection

At FedEx, we are committed to delivering your packages and documents reliably, and we are equally committed to securing the information about your shipments and protecting your privacy using one of the most powerful and integrated information networks in the world. FedEx helps protect your shipping experience and its entire network by means of:

- **Application security** – FedEx conducts application assessments to address the ever increasing threats against enterprise software systems. The software development cycle is subjected to rigorous security policies and standards so that all FedEx software systems and the data the software operates on, whether proprietary or customer related, are secure.
- **Physical security** – The servers with which your shipping solution communicates are hosted in highly secured data centers at FedEx. Physical access to the data centers and servers is extremely restricted with access monitored and logged.
- **Host security** – The servers communicating with your shipping solution have been “hardened” and verified prior to service placement. This “hardening” process addresses the remediation of major known vulnerabilities on the host system. Systems are re-tested for vulnerabilities on a regularly scheduled basis. Activity is logged and audited for suspicious activity.
- **Network and perimeter security** – FedEx deploys a defense-in-depth strategy to help protect the corporate network and our internet-facing perimeter. A series of firewalls, managed by our Information Security team, helps protect the internet-facing systems. Additionally, we monitor a string of network probes and sensors to identify abnormal behavior.
- **Encryption** – We use 128-bit SSL (Secure Socket Layer) encryption to protect the transmission of your shipping data into, and out of, the FedEx network.

- **Client security** – FedEx equipment at customer locations is secured by “hardening” the operating system to minimize services available. Anti-virus software and anti-spyware software are provided for an additional layer of protection.

To find out more about how FedEx protects the information about your shipments, you can view and download the document, “FedEx Information Security: Steering a Safe Course in Online Shipping,” online at images.fedex.com/us/security/FedEx_Security_White_Paper_May_2012.pdf.

What FedEx does

The internet is a vital part of business today and is an important link between FedEx and our customers. Here are a few ways FedEx helps protect you.

Secure website

To log in to fedex.com, you are required the use of a browser that supports 128-bit encryption, which protects your personal and business data. This means that when you are on our secure website, the sensitive data transferred between you and FedEx is encrypted. All current-generation browsers support 128-bit encryption. Simply look for the closed padlock symbol in your browser and the “https” prefix in the URL address. If you are not seeing the padlock symbol, that might mean you are using older technology and you would need to upgrade your browser.

VeriSign Extended Validation (EV) Certificates

FedEx uses Extended Validation certificates from VeriSign to provide additional peace of mind to our customers. Browsers that support EV certificates provide a visual confirmation that indicates the site has undergone additional validation. Browsers without EV support will continue to function on fedex.com but will not present the extended validation indicator.

Customer login protection

You can only access fedex.com account services and features with a user ID and password. These credentials are securely stored and are known only to you, the customer. Handle your ID and password with care, and never share them with others.

Protecting your account number

Shipping Administration is the primary means of managing and protecting your FedEx account. As a shipping administrator, you decide who gets access to your account, and can manage their shipping activities at fedex.com. FedEx recommends that all account owners register online for Shipping Administration.

Automatic time-outs

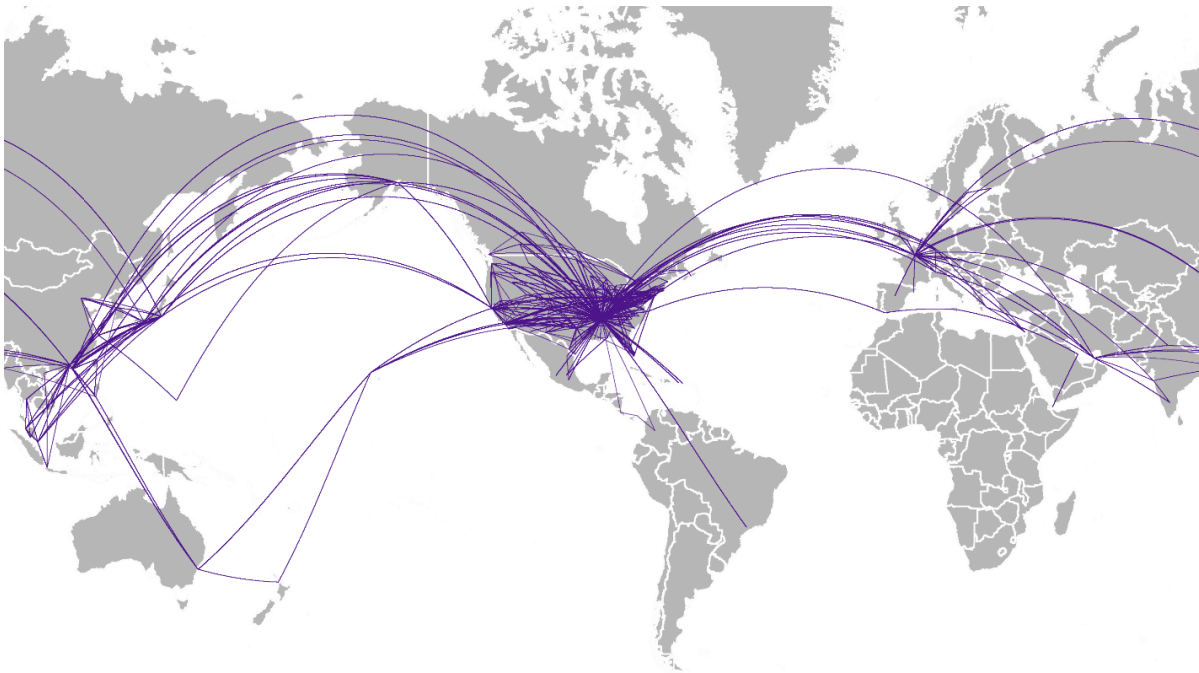
For your safety, we automatically log you out after 60 minutes of inactivity and require you to log in again to re-access your account on fedex.com.

H. SCOPE OF WORK (300 points)

Offeror shall describe in detail how it will meet the scope of work provided below:

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

FedEx Express provides worldwide connectivity

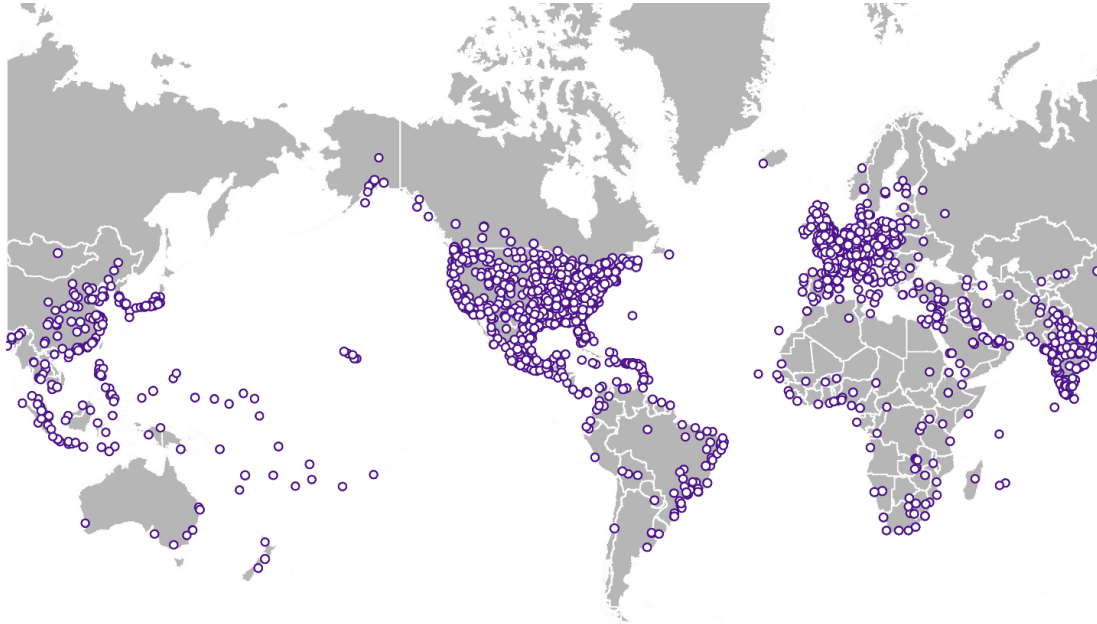


August 2015. Information is subject to change without notice.

As a global company certified to ISO 9001 worldwide standards of excellence, FedEx Express provides expedited and deferred air services for small packages with complete coverage within the U.S. and to/from more than 220 countries and territories. For U.S. shipments, FedEx Express offers several overnight services — as well as two- and three- day service — for door-to-door delivery of NASPO ValuePoint letters and small packages. An infrastructure of more than 165,000 employees worldwide, greater than 48,500 motorized vehicles, 640+ aircraft, and 1,240 operating facilities allows us to deliver as promised to our customers. These domestic and international services are backed by a money-back guarantee and come with real-time tracking and advanced customs clearance.

For an overview of where FedEx Express facilities are located, please refer to the map on the following page.

FedEx Express facilities worldwide



August 2015. Information is subject to change without notice.

Our U.S. domestic and international air services are supported by an aircraft fleet as described below.

FedEx owned and leased aircraft

As of May 31, 2015, the FedEx Express aircraft fleet consisted of the following:

Description	Owned	Leased	Total	Maximum Operational Revenue Payload (pounds per aircraft) ⁽¹⁾
Boeing B777F	25	0	25	233,300
Boeing MD11	31	25	56	192,600
Boeing MD10-30	12	1	13	175,900
Boeing MD10-10	36	0	36	137,500
Boeing 767F	18	3	21 ⁽²⁾	127,100
Airbus A300-600	32	36	68	106,600
Airbus A310-200/300	21	0	21	83,170
Boeing B757-200	119	0	119 ⁽³⁾	63,000
ATR 72-202/212	21	0	21	17,970
ATR 42-300/320	26	0	26	12,070
Cessna 208B	241	0	241	2,830
Total	582	65	647	

⁽¹⁾ Maximum gross structural payload includes revenue payload and container weight.

⁽²⁾ Includes four aircraft not currently in operation and awaiting completion of modification.

⁽³⁾ Includes eighteen aircraft not currently in operation and awaiting completion of modification.

Description	Owned	Leased	Total	Maximum Operational Revenue Payload (pounds per aircraft) ⁽¹⁾
--------------------	--------------	---------------	--------------	---

Source: FY15 10K. Information current as of May 31, 2015.

Following is additional information about our aircraft:

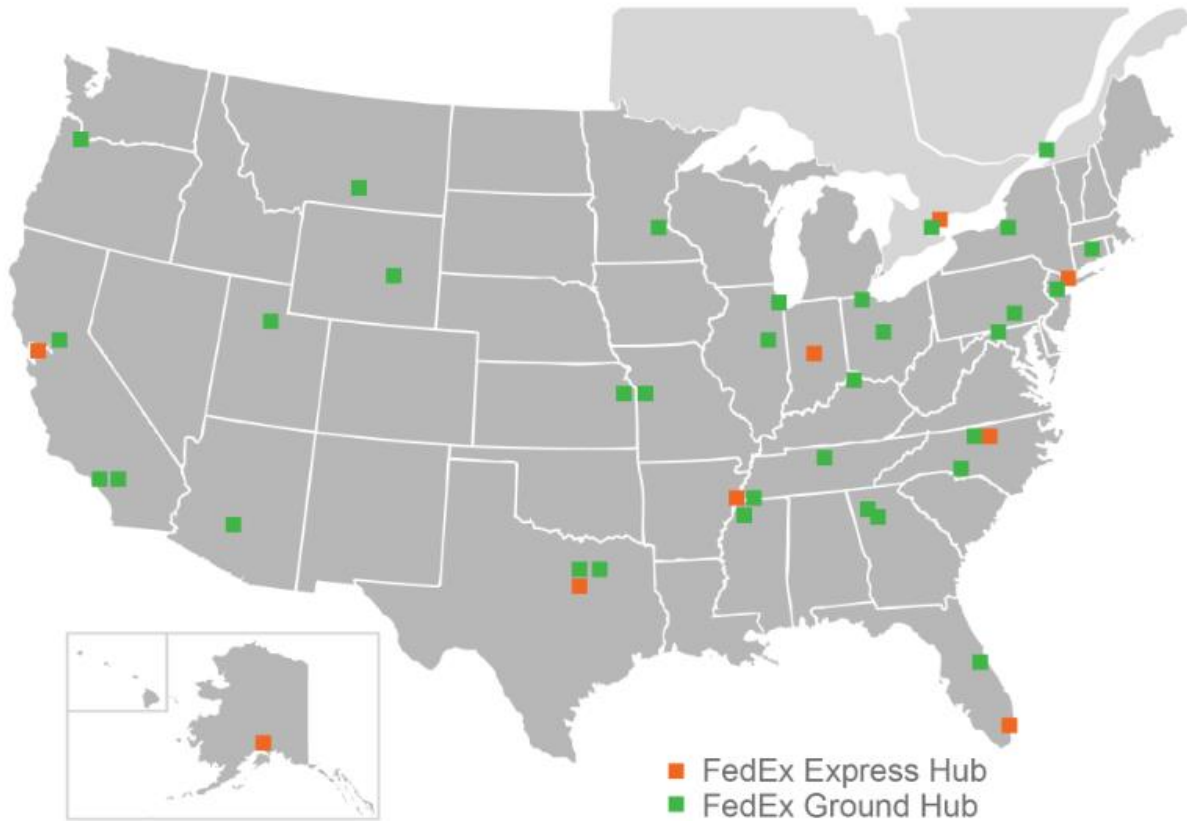
- The B777Fs are two-engine, wide-bodied cargo aircraft that have a longer range and larger capacity than any other aircraft we operate.
- The MD11s are three-engine, wide-bodied aircraft that have a longer range and larger capacity than MD10s.
- The MD10s are three-engine, wide-bodied aircraft that have received an Advanced Common Flightdeck (ACF) modification, which includes a conversion to a two-pilot cockpit, as well as upgrades of electrical and other systems.
- The B767Fs are two-engine, long-range, wide-bodied cargo aircraft.
- The A300s and A310s are two-engine, wide-bodied aircraft that have a longer range and more capacity than B757s.
- The B757s are two-engine, narrow-bodied aircraft configured for cargo service.
- The ATR and Cessna 208 turbo-prop aircraft are leased to independent operators to support FedEx Express operations in areas where demand does not justify use of a larger aircraft.

An inventory of spare engines and parts is maintained for each aircraft type.

In addition, FedEx Express leases smaller aircraft to operators, and these operators use the aircraft to move FedEx packages to and from airports served by FedEx Express larger jet aircraft. The lease agreements generally call for the lessee to provide the flight crews, maintenance, fuel and other supplies required to operate the aircraft, and FedEx Express reimburses the lessee for these items. The lease agreements are for terms not exceeding one year and are generally cancelable upon 30 days' notice.

FedEx Express and FedEx Ground hubs in U.S. and Canada

To support the FedEx Express and FedEx Ground infrastructure, we have a network of major hubs which are key sorting facilities. As a partial illustration of the global hub network, we are providing a map of FedEx Express and FedEx Ground major hubs in the U.S. and Canada. Please note these are major hubs only; connectivity – whether via air or ground – is illustrated within this RFP response.



June 2014. Information is subject to change without notice.

FedEx Express Hubs

U.S.		
• Memphis, Tenn.	• Fort Worth, Texas	• Newark, N.J.
• Anchorage, Alaska	• Miami, Fla.	• Greensboro, N.C.
• Oakland, Calif.	• Indianapolis, Ind.	•
Canada		
• Toronto, Ontario		

Information is current as of November 2015 and subject to change without notice.

FedEx Ground Hubs

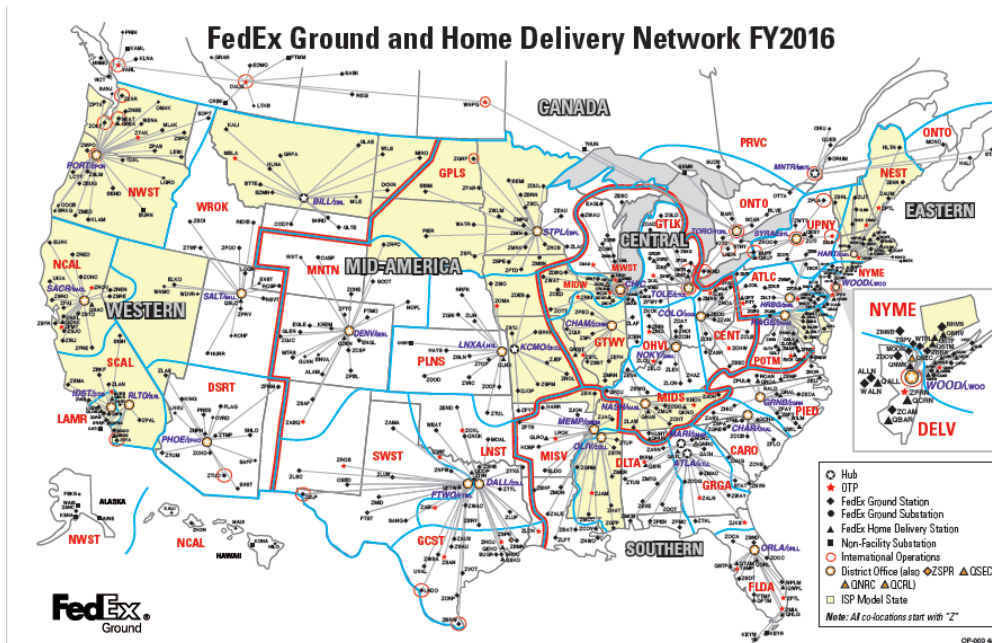
U.S.		Canada
• Phoenix, Ariz.	• Lenexa, Kan.	• Syracuse, N.Y.
• Industry, Calif.	• Northern Kentucky	• Columbus, Ohio
• Rialto, Calif.	• Hagerstown, Md.	• Toledo, Ohio
• Sacramento, Calif.	• St. Paul, Minn.	• Portland, Ore.
• Denver, Colo.	• Kansas City, Mo.	• Harrisburg, Pa.
• Hartford, Conn.	• Olive Branch, Miss.	• Memphis, Tenn.
• Orlando, Fla.	• Billings, Mont.	• Nashville, Tenn.
• Atlanta, Ga.	• Charlotte, N.C.	• Dallas, Texas
• Marietta, Ga.	• Greensboro, N.C.	• Ft. Worth, Texas
• Champaign, Ill.	• Woodbridge, N.J.	• Salt Lake City, Utah
• Chicago, Ill.		

Information is current as of November 2015 and subject to change without notice.

FedEx Ground

Also an ISO 9001 certified company, FedEx Ground offers cost-effective, reliable shipping services to business and residential addresses via a network 33 ground hubs and more than 500 pickup/delivery terminals along with 27 FedEx SmartPost distribution centers. This network is strengthened by a fleet of more than 45,000 motorized vehicles and the expertise of more than 90,000 team members. Services are backed by a money-back guarantee and real-time tracking.

For an overview of the network of FedEx Ground for business delivery and FedEx Home Delivery for residential delivery, please refer to the following map.



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

FedEx is not bidding on pouch services; however, we provide ground services through FedEx Ground.

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

Acknowledged.

SCHEDULE OF RATES AND CHARGES

Zone based pricing

Please refer to the Cost Proposal for proposed FedEx pricing.

Zone based pricing for services must include, but not be limited to, the following:

In the following table, we are matching NASPO ValuePoint requirements with appropriate FedEx services and are providing service descriptions for each FedEx service.

NASPO ValuePoint requirement	FedEx service name	FedEx service description
Intrastate		
Ground (other than guaranteed next day)	FedEx Ground for business delivery	Day-definite delivery in 1–5 business days but intrastate is typically within 1 business day by end of day.
	FedEx Home Delivery for residential delivery	Residential day-definite delivery in 1–5 business days but intrastate is typically within 1 business day. Delivery between 9 a.m. and 8 p.m., Tuesday through Saturday. For packages weighing up to 70 lbs.
	FedEx SmartPost for residential delivery	For shipping low-weight packages to residences, P.O. boxes and military APO, FPO and DPO destinations. Delivery typically in 2-7 business days based on distance to destination. Monday through Saturday. We route packages to a U.S. Post Office facility for final delivery. Contract-only service.
Pouch Service – Specify state, if offered.	Not applicable.	Not applicable.

NASPO ValuePoint requirement	FedEx service name	FedEx service description
Next Day Ground AM	FedEx Ground and FedEx Home Delivery; please note: these services are day-definite, not time-definite.	Please refer to above descriptions.
Next Day Ground PM	FedEx Ground and FedEx Home Delivery; please note: these services are day-definite, not time-definite.	Please refer to above descriptions.
Next Day Air AM	FedEx First Overnight	Next-business-day delivery by 8, 8:30, 9 or 9:30 a.m. to most areas and by 10 a.m., 11 a.m. or noon to extended areas.
	FedEx Priority Overnight	Next-business-day delivery by 10:30 a.m. to most areas (by noon, 4:30 or 5 p.m. to some rural areas). Delivery in 2 business days for certain shipments to and from Alaska and Hawaii. Saturday pickup and delivery available for an additional charge.
Next Day Air PM	FedEx Standard Overnight	Next-business-day-afternoon delivery by 3 p.m. to most areas and by 4:30 p.m. to some rural areas (by 8 p.m. to residences). Saturday pickup available for an additional charge.
Multiweight/Hundredweight service	FedEx Express Multiweight Pricing	<p>With U.S. multiweight pricing, multiple-piece shipments traveling from one origin to one destination, and totaling 100 lbs. or more, (200 lbs or more for FedEx Express Saver) are rated on a price-per-package basis and on a price-per-total-shipment-weight basis. You are charged the lower of the two rates. A 15-lb. average minimum package weight for the shipment applies.</p> <p>With international multiweight pricing, multiple-piece shipments traveling from one origin to one destination are rated on a price-per-total-shipment-weight basis. Per-pound rates apply if the total shipment weight is 100 lbs. or more.</p> <p>Single-piece shipments weighing more than 100 lbs. may also be subject to</p>
	FedEx Ground Multiweight	Combine packages for a multiweight rate. Pricing is based on the combined weight of your packages. Available in the U.S. and Canada. Multiple-piece shipments with a total weight of 200 lbs. or more can qualify (150 lbs. or more for Canada). For shipments moving to the same destination on the same day. Contract only service.

NASPO ValuePoint requirement	FedEx service name	FedEx service description
Interstate		
Ground (Guaranteed day definite delivery)	FedEx Ground for business delivery	Day-definite delivery in 1–5 business days (3–7 business days to and from Alaska and Hawaii). Delivery is by the end of the business day. Available throughout all 50 states (inbound-only service for remote locations in Alaska and the Hawaiian islands of Lanai and Molokai).
	FedEx Home Delivery for residential delivery	Residential day-definite delivery in 1–5 business days (3–7 business days to and from Alaska and Hawaii). Delivery between 9 a.m. and 8 p.m., Tuesday through Saturday. FedEx Ground picks up packages Monday through Friday. Available throughout all 50 states.
	FedEx SmartPost for residential delivery Please note: FedEx SmartPost is not a guaranteed day-definite service; delivery occurs typically in 2-7 business days.	For shipping low-weight packages to residences, P.O. boxes and military APO, FPO and DPO destinations. Delivery typically in 2-7 business days based on distance to destination (longer time-in-transit outside the contiguous 48 states). Monday through Saturday. 100% U.S. coverage, including service to Alaska and Hawaii, Puerto Rico, Guam, U.S. Virgin Islands and all U.S. territories. We route packages to a U.S. Post Office facility for final delivery. Contract-only service.
Next Day Air AM	FedEx First Overnight	Next-business-day delivery by 8, 8:30, 9 or 9:30 a.m. to most areas and by 10 a.m., 11 a.m. or noon to extended areas. Available throughout all 50 states.
	FedEx Priority Overnight	Next-business-day delivery by 10:30 a.m. to most areas (by noon, 4:30 or 5 p.m. to some rural areas). Delivery in 2 business days for certain shipments to and from Alaska and Hawaii. Available throughout all 50 states. Saturday pickup and delivery available for an additional charge.
Next Day Air PM	FedEx Standard Overnight	Next-business-day-afternoon delivery by 3 p.m. to most areas and by 4:30 p.m. to some rural areas (by 8 p.m. to residences). Available throughout all 50 states (Hawaii outbound only). Saturday pickup available for an additional charge.
Second Day Air AM	FedEx 2Day A.M.	Second-business-day delivery by 10:30 a.m. to most areas (by noon to rural areas). Available throughout all 50 states (Hawaii outbound only).
Second Day Air PM	FedEx 2Day	Second-business-day delivery by 4:30 p.m. to most areas and by 8 p.m. to residences. For certain shipments to Alaska and Hawaii,

NASPO ValuePoint requirement	FedEx service name	FedEx service description
		delivery is in 3 business days. Available throughout all 50 states.
Three day service	FedEx Express Saver	Delivery in 3 business days by 4:30 p.m. to most areas (by 8 p.m. to residences). Available throughout all states except Alaska and Hawaii.
Multiweight/Hundredweight service	FedEx Express Multiweight Pricing	<p>With U.S. multiweight pricing, multiple-piece shipments traveling from one origin to one destination, and totaling 100 lbs. or more, (200 lbs or more for FedEx Express Saver) are rated on a price-per-package basis and on a price-per-total-shipment-weight basis. You are charged the lower of the two rates. A 15-lb. average minimum package weight for the shipment applies.</p> <p>With international multiweight pricing, multiple-piece shipments traveling from one origin to one destination are rated on a price-per-total-shipment-weight basis. Per-pound rates apply if the total shipment weight is 100 lbs. or more.</p> <p>Single-piece shipments weighing more than 100 lbs. may also be subject to multiweight pricing.</p>
	FedEx Ground Multiweight	Combine packages for a multiweight rate. Pricing is based on the combined weight of your packages. Available in the U.S. and Canada. Multiple-piece shipments with a total weight of 200 lbs. or more can qualify (150 lbs. or more for Canada). For shipments moving to the same destination on the same day. Contract only service.

International

<p>Inbound to US points and places Outbound from US points and places</p> <p>Please note: FedEx offers 2 services for international inbound or outbound small packages. Transit times vary based on origin, destination, commodity shipped, and other factors.</p>	FedEx International Priority	Delivery typically in 1, 2 or 3 business days to more than 220 countries and territories. Reach major cities in Canada and Mexico typically in 1 business day. Delivery to major cities in Europe, Asia and Brazil typically in 2 business days by noon. U.S. inbound delivery also available by 10:30 a.m. or by noon to many business locations. Ship until close of business in Western Europe for next-business-day delivery by 3 p.m. to major East Coast markets.
	FedEx International Economy	Cost-effective delivery typically in 2–5 business days to more than 215 countries and territories (2 or 3 business days to key markets such as Canada, Mexico and Puerto Rico). U.S.

NASPO ValuePoint requirement	FedEx service name	FedEx service description
Outbound from US points and places	FedEx International Ground to Canada	inbound delivery is available from more than 90 countries and territories. Economical day-definite ground delivery to Canada typically in 2–7 business days based on distance to destination. Delivery by end of business day. FedEx Ground Multiweight rating can help you save money on multiple-piece shipments weighing 150 lbs. or more. Customs clearance is included through our brokerage-inclusive service (a fee applies).
	FedEx International MailService	For catalogs, brochures and other mail. FedEx or our designee sorts and stamps each piece, then tenders the shipment to the postal service in the destination country for final delivery. Delivery in 4–7 (Premium) or 7–11 (Standard) business days from pickup to handoff to the destination country postal service. Contract-only service.

Refer to the FedEx Service Guide in effect at the time of shipment for terms and conditions, including package dimension and weight restrictions.

Source: fedex.com, Jan 2016

The foregoing shipping services for both commercial and residential deliveries will be provided per Carrier’s Service Guides in effect at award date of the Master Price Agreement. The Service Guide in effect at that time will remain in effect for the first year of the Master Agreement with no changes allowed that affect pricing or service without prior written approval of the NASPO ValuePoint Contract Administrator and Lead State.

FedEx does not agree to a frozen version of the FedEx Service Guide for any customer, nor do we agree to give our customers approval rights over the FedEx Service Guide changes. Occasionally, FedEx offers new services; so therefore, we strive to offer those changes available to our customers.

If awarded the contract, FedEx would provide services subject to the completion of a definitive written agreement. Each shipment made under the agreement would be subject to the terms and conditions of the origin country’s FedEx Service Guide or Conditions of Carriage in effect at the time of shipment, whose terms are incorporated by reference. FedEx reserves the right to modify the FedEx Service Guide at any time. FedEx will endeavor to notify NASPO ValuePoint of any service changes contained in the FedEx Service Guide, and FedEx will work with NASPO ValuePoint to incorporate such changes into a contract amendment as mutually agreed upon by the parties.

This Master Agreement is subject to Federal Regulations 39 CFR Part 310 and 39 CFR Part 320 Private Express Statutes (PES).

Acknowledged.

This Master Agreement is a full service money back guarantee agreement. For the purpose of this RFP, “full service” means the Carrier’s pricing offer must include all charges, i.e. all administrative, reporting or other requirements; all overhead costs and profit, and all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Carriers may also include additional pricing offers in addition to the required guaranteed rates.

FedEx agrees to these requirements; please refer to the Cost Proposal for proposed FedEx pricing.

Appendix A



FedEx Operating Permits

APPENDIX A: FedEx operating permits

NCA
SERVICE DATE
Jan 17, 2001

**DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

DECISION

No. MC-66562
**FEDERAL EXPRESS CORPORATION
D/B/A FEDERAL EXPRESS
MEMPHIS, TN**

REENTITLED

**FEDERAL EXPRESS CORPORATION
D/B/A FEDEX EXPRESS**

On Jan 05, 2001, applicant filed a request to have the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records changed to reflect a name change.

It is ordered:

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION's records are amended to reflect the carrier's name as FEDERAL EXPRESS CORPORATION D/B/A FEDEX EXPRESS.

Within 30 days after this decision is served, the applicant must establish that it is in full compliance with the statute and the insurance regulations by having amended filings on prescribed FMCSA forms (BMC91 or 91X or 82 for bodily injury and property damage liability, BMC 34 or 83 for cargo liability, or a BMC 84 or 85 for property broker security and BOC-3 for designation of agents upon whom process may be served) submitted on its behalf. Copies of Form MCS-90 or other "certificates of insurance" are not acceptable evidence of insurance compliance. Insurance and BOC-3 filings should be sent to FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION, 400 Virginia Ave., SW, Suite 600, Washington, DC 20024.

The applicant is notified that failure to comply with the terms of this decision shall result in revocation of its operating rights registration, effective 30 days from the service date of this decision.

To verify that the applicant is in full compliance, call (202) 358-7000 or visit our web site at: <http://fhwa-li.volpe.dot.gov/>. Any other questions regarding the action taken should be directed to (202) 358-7028/7029.

Decided: Jan 11, 2001

By the FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION.

Terry Shelton, Acting Director
Office Data Analysis & Information Systems

PM-26
(Rev. 10/84)

INTERSTATE COMMERCE COMMISSION

SERVICE DATE

CERTIFICATE

JUN 15 1988

No. MC-66562 Sub-No. 2348*

FEDERAL EXPRESS CORPORATION, DBA FEDERAL EXPRESS
(Memphis, TN)

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

Noreta R. McGee
Secretary

(SEAL)

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

No. MC-66562 (Sub 2348)* ..
SHEET NO. 492

All contractual arrangements between the said carrier and the railway shall be reported to the Commission and shall be subject to revision if and as the Commission may find it necessary in order that such arrangements shall be fair and equitable to the parties; and

Such further conditions as the Commission in the future, may find it necessary to impose in order to restrict the said carrier's operation to service which is auxiliary to or supplemental of the service of the railway

General commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States.

*This certificate cancels Certificates No. MC-66562 Sub-Nos. 2346 and 2347, issued June 8, 1984, and September 7, 1983, respectively, pursuant to MC-F-19096.

SERVICE DATE

AUG 1 1991

INTERSTATE COMMERCE COMMISSION
WASHINGTON, DC

No. MC-66562 Sub 2348
FEDERAL EXPRESS CORPORATION, DBA FEDERAL EXPRESS
Memphis, TN

July 29, 1991

NOTICE TO THE PARTIES:

The certificate in No. MC-66562 Sub 2348, served June 15, 1988, inadvertently omitted the statement "To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, transporting over:".

The certificate will be corrected by adding the attached sheets, 2 and 3. Please amend your copy accordingly.

(SEAL)

Sidney L. Strickland, Jr.
Secretary



Air Carrier Certificate

This certifies that

Federal Express Corporation
3620 Hacks Cross Road
Building B, Third Floor
Memphis, TN 38125

has met the requirements of the Federal Aviation Act of 1958, as amended, and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate and is hereby authorized to operate as an air carrier and conduct common carriage operations in accordance with said Act and the rules, regulations, and standards prescribed thereunder and the terms, conditions, and limitations contained in the approved operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended, or revoked, shall continue in effect indefinitely.


By Direction of the Administrator

Certificate number: FDEA 142A

Effective Date: March 7, 1972

Amended: November 14, 2005

Issued at: Memphis, Tennessee


James D. Barton
(Signature)

Manager
(Title)

SO-ESDQ-25
(Region Office)

SERVICE DATE

PH-31
(Rev. 10/84)

SEP 16 1991

INTERSTATE COMMERCE COMMISSION

PERMIT

No. MC-66562 Sub 2349*

FEDERAL EXPRESS CORPORATION, DBA FEDERAL EXPRESS
Memphis, TN

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053); and for passenger carriers, tariffs or schedules (49 CFR 1312).

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

Sidney L. Strickland, Jr.
Secretary

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

No. MC-66562 Sub 2349*

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except hazardous materials, household goods, and commodities in bulk), between points in the United States, under continuing contract(s) with commercial shippers or receivers of such commodities.

*This permit cancels Permit No. MC-66562 Sub 2349, and is reissued to correct the territorial description to include Alaska and Hawaii.

INTERSTATE COMMERCE COMMISSION

PERMIT

NO. MC-179059

ROADWAY PACKAGE SYSTEM, INC.
PITTSBURGH, PENNSYLVANIA

SERVICE DATE

JAN 24 1981

This Permit is evidence of the carrier's authority to engage in transportation as a contract carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); the execution of contracts (49 CFR 1053)*; and for passenger carriers, tariffs or schedules (49 CFR 1300 through

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

JAMES E. BAYNE
Secretary

(SEAL)

*While the execution of contracts must be accomplished, it is unnecessary to file them with the Commission.

NOTE: If there are discrepancies regarding this Permit, please notify the Commission within 30 days.

Sheet NO. 2

To operate as a contract carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting,

General commodities (except classes A and B explosives, household goods, and commodities in bulk), between points in the United States, under continuing contract(s) with commercial shippers, receivers, or brokers of such commodities.