



## Form A – Proposer Questionnaire

Proposer Name: United Parcel Service, Inc. (UPS)

Questionnaire completed by: Stepphone Mack, Director Strategic Accounts

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

### COMPANY INFORMATION

- 1) Provide the full legal name, address, tax identifications number, and telephone number for your business.

United Parcel Service of America, Inc.  
55 Glenlake Parkway, NE  
Atlanta, GA 30328-3474  
Phone: 404-828-6000  
www.ups.com  
Tax Identification Number: 58-2480149

- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)

Stephone Mack  
Enterprise Accounts Manager  
State Government Group  
UPS  
1400 N. Hurstbourne Parkway  
Louisville, KY 40223  
(502) 329-3321  
semack@ups.com

- 3) Provide a brief history of your company that includes its goals and philosophy.

The company NJPA will trust with your transportation needs should be well established, respected and deserving of your business. UPS takes great pride in our company's history to make sure we put all that experience to work for you.

We understand that our customers want the best carrier, the best customer service and the best results. UPS brings over 100 years of experience to our customers. To remain successful for such a long time, we had to earn the respect and loyalty of those who do business with us. From our inception in 1907, UPS has grown into a \$49.6 billion corporation by meeting our customers' requirements, building an unrivaled global infrastructure, and rapidly advancing our technological capabilities. UPS has a proven history of serving our customers in ever-changing environments because we embrace innovation.

Today, UPS has become a global leader of synchronized commerce by building supply chain capabilities that extend our reach into finance, logistics, customs brokerage, freight and electronic commerce. UPS



offers not only ground and air transportation, but ocean, rail and over-the-road freight products; consulting and supply chain design; e-commerce solutions; logistics and distribution capabilities; and a variety of financial services related to the supply chain.

The foundation of our business is our reputation for operational excellence. UPS has built a fully integrated air and ground delivery network that is the backbone of our company.

We initially grew by concentrating on package delivery in the United States and then in Canada, expanding to reach every address in the 50 states and all 10 Canadian provinces. We built an airline from the ground up and undertook a global expansion that brought service to more than 220 countries and territories.

UPS has leveraged decades of experience and growth, strategic acquisitions and a \$15 billion invested in information technology in the past 15 years to position us to serve our customers' global business needs. With headquarters in Atlanta, Georgia, UPS's stock trades on the New York Stock Exchange (UPS).

UPS provides a broad foundation of expertise, infrastructure and technology to manage commerce—synchronizing the flow of goods, information and funds for our customers.

#### **Goods: Transfer of Goods From Seller to Buyer**

In addition to our package operating facilities, UPS maintains distribution centers to provide customers inventory and order management services. Some of those centers also house specialized contract services such as technical diagnostics and repair, critical parts depots, simple subassembly and returns management.

- Businesses maximize efficiencies and contain costs by outsourcing their supply chain needs to UPS, which in turn manages complex movements of goods using ships, planes, trains and trucks with the goal of optimizing loads, minimizing costs and enhancing reliability
- Our service parts logistics unit provides critical parts deployment in 1-4 hour delivery windows
- We offer the industry's most extensive portfolio of returns services, from high-tech Web-based services to traditional returns processing options

#### **Information: Transfer of Information About Goods**

UPS information technology tracks and forecasts the movement of goods to ensure that customers can monitor each step of the journey. Our technology leadership gives customers tools to design and manage their supply chains to maximize profitability.

- We use information systems to monitor the performance of customers' entire supply chain, providing visibility into the process so that delays, bottlenecks and problems can be quickly resolved – these systems connect beyond UPS to include other transportation carriers, trading partners, customer departments and vendors
- Modeling software combined with engineering prowess enables UPS to create optimized transportation and distribution networks for our customers that satisfy both cost and customer service requirements



- Our website, ups.com<sup>®</sup>, provides customers with an array of interactive services beyond package shipping and tracking with a host of downloadable software options
- Over 200,000 UPS customers have incorporated UPS Developer Kit APIs into their own websites to strengthen their customer service
- In addition to basic package tracking, UPS offers enhanced visibility services such as Quantum View<sup>®</sup> and Signature Tracking<sup>®</sup>, as well as advanced customized supply chain visibility services through our business units

### **Funds: Exchange of Funds to Pay for Goods**

As goods and information move more rapidly, UPS accelerates the movement of funds to keep the wheels of commerce turning.

- Products offered by UPS Capital include c.o.d. accelerated payment services, working capital, commercial financing and insurance (through UPS Capital Insurance Agency, Inc.)
- Improved supply chains, when combined with financing from UPS, can lead to improved cash flow, lower capital requirements, minimized duties and taxes and quicker cash receipts
- UPS technologies such as Signature Tracking<sup>®</sup> provide signature image proof of delivery to improve customers' receivables collections
- UPS WorldShip<sup>®</sup> shipping software provides shipment information across the business enterprise, such as accounting functions, to enable them to bill and receive payment more quickly
- Large volume mailers can improve their cash flow with UPS's mail services with savings on postage and enhanced service
- UPS redesigns supply chains to strengthen a company's balance sheet, with benefits ranging from quicker cash-to-cash cycle times, lower capital requirements and lower inventory costs

UPS's reputation for operational excellence has built a powerful UPS brand that symbolizes integrity, precision, high quality and commitment to customer satisfaction. As our services continue to expand from our heritage of package and express delivery, our new units will continue to support UPS's reputation and values.

### **A Note About UPS Capabilities in Canada**

- UPS is the only courier to offer guaranteed delivery by 8:00 a.m. the next business day to major cities in Canada and offers the broadest portfolio of guaranteed, time-definite delivery options
- UPS Canada offers a complete portfolio of southbound cross-border services—virtually erasing border challenges and making it easy for Canadian companies to tap the U.S. market



- 4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.

### UPS Executive Management Biographies

UPS's senior executives are considered thought leaders in many business areas including technology, transportation, global commerce, and human resources management. The UPS Board of Directors and the UPS Management Committee are made up of a group of executives that have your best interest in mind. When making decisions, they consider what is best for our employees, customers and the public.



**D. Scott Davis**

*"Innovation, execution and growth capture the UPS of yesterday, today and tomorrow. It is a simple formula for our past successes and a roadmap for the future."*

Scott Davis serves as chairman and chief executive officer of UPS. Under Davis's direction, UPS is expanding its capabilities into new lines of business that complement the company's global package delivery operations including multi-modal transportation services, sophisticated logistics technologies, international trade management, supply-chain consulting and financial services. Prior to his current position, Davis served as vice chairman and chief financial officer, responsible for all activities related to accounting, auditing, finance, financial planning, taxes and treasury. Davis joined UPS in 1986 when the company acquired the Oregon technology company: Il Morrow. In 2000, Davis was named vice president of finance, responsible for banking, investments, mergers and acquisitions, tax and investor relations. Davis joined the UPS Management Committee as CFO in 2001. Davis serves as deputy chairman of the board of the Federal Reserve Bank of Atlanta. He is also chairman of the Georgia Council on Economic Education.



**Kurt Kuehn**

*"Economic cycles come and go, but companies thrive over time by investing in new growth opportunities, minimizing financial risks and delivering more value to customers and shareholders."*

Kurt Kuehn is the chief financial officer of UPS. He is responsible for all activities related to accounting, auditing, finance, financial planning, taxes and treasury. He also acts as a liaison to the finance, investor and analyst communities. Prior to his current position, Kuehn served as senior vice president of worldwide sales and marketing, responsible for electronic commerce, customer relationship management, product development, customer service and sales. Kuehn began his UPS career in 1977 as a delivery driver. He has held management positions in operations, industrial engineering, strategic marketing analysis and financial planning. In 1996, Kuehn was named manager of the strategic cost department. He later held the position of vice president of business information analysis. In that role, Kuehn oversaw market research, strategic cost analysis, and data mining.

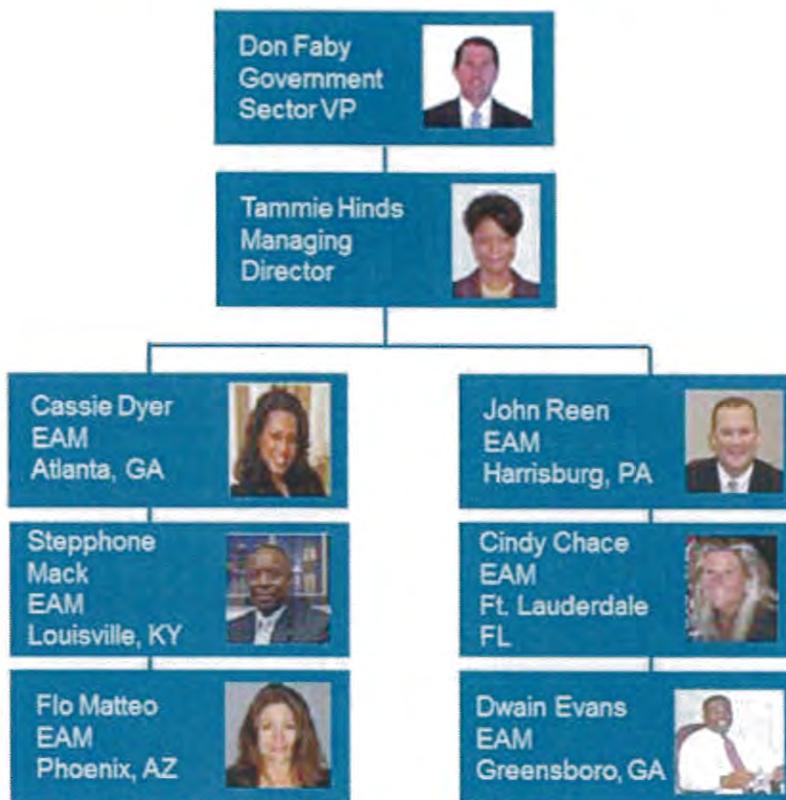


Alan Gershenhorn

As the chief sales and marketing officer for UPS, Alan Gershenhorn directs global sales, customer relationship management, product development, electronic commerce, customer service, revenue management and marketing research. Prior to his current position, Gershenhorn served as president of UPS International where he was responsible for all international package, freight forwarding and logistics businesses. He began his UPS career in 1979 as a part-time package handler. He has held U.S. and international positions in operations, industrial engineering, freight forwarding, logistics, brokerage, marketing, strategy and retail services. Gershenhorn served as a manager in the UPS Corporate Strategy Group, where he was responsible for the company's retail strategy and operations worldwide and the integration of Mail Boxes Etc. (now primarily recognized as The UPS Store). He has also served as president of UPS Canada; president of UPS Supply Chain Solutions Global Transportation and Shared Services; and president of UPS Supply Chain Solutions operations in Europe, Asia, the Middle East and Africa.

UPS State Government Group Enterprise Account Organization

### State Government Enterprise Accounts Team



NOTE: Stepphone Mack, Enterprise Accounts Manager will be the NJPA single point of contact.



5) How long has your company been in the **EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES** industry?

UPS has been providing services in the Express Courier, Overnight, Ground Delivery Logistics Services industry for over 100 years as we were founded in 1907.

6) For public companies, provide your most recent annual report to shareholders.

**UPS DELIVERS RECORD 4Q RESULTS**  
**Company Achieves New High in Full Year EPS;**  
**U.S. Domestic Segment Leads the Way**

ATLANTA, Jan. 31, 2012 – UPS (NYSE:UPS) today announced fourth quarter 2011 adjusted diluted earnings per share of \$1.28, a 21% improvement over the prior-year period. Total revenue increased 6% to \$14.2 billion and adjusted operating profit climbed 17% to more than \$2 billion.

Last Friday, the company announced a change in pension accounting to a mark-to-market methodology. Adopted in the fourth quarter of 2011 and applied retrospectively, this new method resulted in after-tax charges in 2011 and 2010 of \$527 million and \$75 million, respectively. Also, in the prior-year period, UPS recorded a net after-tax gain of \$32 million from the sale of certain non-core business units in the Supply Chain and Freight segment. On a reported basis, fourth quarter 2011 diluted earnings per share were \$0.74, a decline of 28% from the same quarter last year.

For the full year 2011, UPS achieved a new high in adjusted diluted earnings per share at \$4.35. On a reported basis, diluted earnings per share were \$3.84.

“UPS delivered record fourth quarter results in volume, revenue and profitability,” said Scott Davis, UPS chairman and CEO. “In short, the quarter was a testament to the power of UPS’s global model and the company’s ability to operate efficiently in evolving markets.”

<u>Consolidated Results</u>	<u>4Q 2011</u>	<u>Adjusted 4Q 2011</u>	<u>4Q 2010</u>	<u>Adjusted 4Q 2010</u>
Revenue	\$14.17 B		\$13.42 B	
Operating profit	\$1.20 B	\$2.02 B	\$1.67 B	\$1.73 B
Operating margin	8.4 %	14.3 %	12.5 %	12.9 %
Average volume per day	18.3 M		17.7 M	
Diluted earnings per share	\$0.74	\$1.28	\$1.02	\$1.06

During the quarter, UPS delivered 1.13 billion packages, an increase of 3.6% over the prior-year period. Adjusted operating margin expanded 140 basis points to 14.3%. On a reported basis, operating margin was 8.4%.

The impact of the change in pension accounting to a mark-to-market methodology improved fourth quarter 2011 adjusted results by \$0.03 and reduced fourth quarter adjusted 2010 results by \$0.02. During the holiday period, global daily volume exceeded expectations by surpassing 25 million packages on five different days, including two days exceeding 27 million. UPS delivered 480 million packages during the peak shipping season, driven by e-commerce.



UPS Investor Relations Information and Annual Report

<http://www.investors.ups.com/phoenix.zhtml?c=62900&p=irol-irhome>

- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

This question is N/A to UPS as we are a publicly traded company. We have provided our financial information in our response to question #6 of this section.

## INDUSTRY-MARKETPLACE SUCCESSES

- 8) List and document recent industry awards and recognition.

UPS has received many awards for our commit to excellence in our business operations, our environment, and our communities. Recent notable recognition includes:

- Newsweek Green Ranking – UPS #43 among global companies
- Fortune Magazine's #1 Most Admired Delivery company for 2010 and 2011
- Fortune Magazine's #30 in Brand Recognition in 2011
- UPS scored a perfect 100 on the Human Rights Campaign 2010 Corporate Equality Index
- Greater Women's Business Council – Corporation of the Year 2010 for supplier diversity
- Reputation Institute's #6 Most Reputable Company for 2011
- One of Portfolio.com's Top 25 business-to-business brands
- 2011 American Brand Excellence Award for Business services for small to mid-sized businesses
- Transport Topics' #1 Top Logistics Company in 2010
- #2 in Customer Satisfaction by the American Customer Satisfaction Index in 2010
- #16 most valuable global brand by Millward Brown in 2010
- #9 Most Trusted and Recommended Brand in the United States by Millward Brown in 2010
- #1 in Customer Service on Harris Interactive's 2010 study

- 9) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.

1. Angela L. Caldwell, MBA, FCCM  
Associate Category Manager  
Division of State Purchasing  
4050 Esplanade Way  
Tallahassee, FL 32399-0950  
Phone: 850-488-4946 Fax: 850-414-8331  
[angela.caldwell@dms.myflorida.com](mailto:angela.caldwell@dms.myflorida.com)

2. Dan Duffy  
State of Minnesota



Materials Management Division  
112 Administration Bldg, 50 Sherburne Ave  
St. Paul, MN 55155  
[Dan.duffy@state.mn.us](mailto:Dan.duffy@state.mn.us)  
Ph: 651.201.2449  
Fax: 651.297.3996

3. Barbara Lucas  
Government Analyst II  
Pharmacy Operations  
Bureau of Statewide Pharmaceutical Services  
104-2 Hamilton Park Drive  
Tallahassee, FL 32304  
Desk: (850) 922-9036 ext 4000 or ext 3017

10) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.

We do business with the GSA and WSCA, along with an exclusive agreement with New York State, which represents a vast majority of all government accounts. UPS offers the following agencies as examples of the Agencies/Educational customers which UPS is currently engaged.

1. Under the GSA agreement multiple federal agencies participate with UPS on the GSA purchasing agreement. Such as the following: Department of Defense, IRS, Veterans Administration, and USDA. In keeping with our standard commercial practices, UPS does not disclose rates of other customers.
2. Under the WSCA agreement there are 29 states participating on this cooperative purchasing agreement. In keeping with our standard commercial practices, UPS does not disclose rates of other customers.

11) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

UPS annual revenue is public information however; we are unable to comment on individual agencies and would demonstrate an equal amount of confidentiality to NJPA.



## PROPOSER'S ABILITY TO SELL AND SERVICE NATIONWIDE

12) Please describe current "Go TO Market" process and strategy as it relates to government, education and non-profits.

Existing account numbers will be migrated in a seamless process to the new UPS agreement on the effective date agreed upon.

New accounts can be set up using the following process immediately after acceptance of the agreement:

- Send an email to [NJPA@UPS.com](mailto:NJPA@UPS.com). In the body of the email clearly state that the email is a request for a new account number for the NJPA members.
- Include contact name, address, phone number, email, and billing contact name, address, phone number and email in the body of the requesting email.
- Account numbers will be emailed directly back to sender.
- Requestors can also call Government Enterprise Support at 1-800-877-1497 with any additional questions, supply orders and tracking requests.

13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the services/products contemplated in RFP? a) Are these individuals your employees, or are they employees of a third party?

There are 6 dedicated Directors of Enterprise Accounts that are responsible for strategy and negotiations of state government business. There are an additional 528 enterprise sales resources that focus on implementation and volume pull through activities associated with state government and other enterprise accounts. All sales resources are employees of UPS.

14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the services/products contemplated in RFP? a) Are these individuals your employees, or are they employees of a third party?

UPS is among the largest private employers in the United States. As of January 1, 2010 approximately 328,000 U.S. employees are ready to serve you, with an additional 70,300 working outside the U.S.

Part-time employees are a critical part of our workforce. Over 163,000 employees hold part-time positions. The nature of the package delivery business—alternating bursts of activity throughout the day—requires us to use part-time employees. While meeting the needs of our company, our part-time jobs also meet the needs of thousands of people, like students, self-employed individuals, homemakers and others that want flexible hours and competitive wages and benefits.

15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.

### **Account Management Approach for NJPA**

#### *Account Management Approach*

We understand that customers at a high level within an organization expect to be able to work with one manager from their carrier. They want to work with one person that knows their business and has the skill-set *and* authority to both develop a strategic solution and implement it. That is why UPS offers



a streamlined enterprise account management structure that will provide NJPA with a primary contact for all of your supply chain needs.

NJPA will receive the services of UPS's specialized sales and customer service management structure to administer your account. In addition, we will add a cross-functional sales team to aid account transition and implementation, and supply dedicated out-of-the-box solutions to meet your unique needs. Our enterprise account management structure includes a specific team of support personnel for your business.

#### *Enterprise Accounts Account Management Approach*

We understand that customers at a high level within an organization/organization's headquarters expect to be able to work with one manager/representative from their carrier. They want to work with one person who knows their business and has the skill-set *and* authority to both develop a strategic solution and implement it. That is why UPS offers a streamlined enterprise account management structure that will provide NJPA with a primary contact for all of your supply chain needs.

NJPA will receive the services of UPS's specialized sales and customer service management structure to administer your account. In addition, we will add a cross-functional sales team to aid account transition and implementation, and supply dedicated out-of-the-box solutions to meet your unique needs. Our enterprise account management structure includes a specific team of support personnel for your business.

#### **UPS Customer Service for NJPA Participants**

UPS understands that NJPA wants every client experience to translate into trust. You want to demonstrate NJPA's quality standards in both the way you do business and in the vendors you choose as partners. Shipping needs to be fast, reliable and flawless, and service issues cannot be tolerated.

#### *Account set up*

We strive to make the UPS account creation experience enjoyable. Your customers would receive the support they need to establish an account, order supplies, tracing information, billing information and any other customer service needs they would have. UPS can provide a phone number for NJPA participants to use for account set ups. UPS could also provide an email address to capture account set up requests. A third option provided by UPS would be to provide a web facilitated account set up process. NJPA would be provided with instructions on how their customers can easily create an account and begin shipping.

#### *Problem Resolution*

Should a missed delivery occur, UPS will employ the steps below to ensure timely resolution for NJPA participants.

- Arrange for return of the shipment
- Attempt redelivery on the same day as directed by NJPA
- Deliver to alternative address as directed by the NJPA

Many of UPS's services include proactive notification of shipment and exception information. We can automatically notify you, or your customers, via email of key events in the progress of your shipments. We can send status emails to multiple recipients as frequently as every hour.



In a less-than-crisis situation, we implement our urgent communication process. Local UPS operations keep UPS headquarters informed of any troubled situations. Our corporate office in Atlanta, Ga., is responsible for customer communications, whether through website announcements, customer email, or notification to sales staff so they may personally inform customers.

We post service updates on the home page of our website, and keep our phone centers up to date. If there is any question about the effects of an event, you can visit [ups.com](http://ups.com)® or call customer service at 1-800-877-1497 for information.

16) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.

UPS provides service to all but a few locations in the United States and Puerto Rico. Except for Wake Island, Hawaii, these locations include only bulk mail centers and post office box locations. Otherwise, we offer service to every U.S. ZIP code. Some shipments may require additional time in transit. Please see the UPS Rate and Service Guide found on our website for more information

[http://www.ups.com/content/us/en/shipping/cost/zones/daily\\_rates.html?srch\\_pos=1&srch\\_phr=Rate+and+Service+Guide](http://www.ups.com/content/us/en/shipping/cost/zones/daily_rates.html?srch_pos=1&srch_phr=Rate+and+Service+Guide).

Globally, UPS covers every major business center in the world, serving more than 220 countries and territories.

17) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

UPS has no exceptions to this process.

## MARKETING PLAN

18) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.

As with other association programs, UPS leverages its capabilities in marketing and communications to drive business to these programs. For example, for other associations, UPS has created customized web sites to market the program and enable easy setup. Another tactic is to create sales collateral to position to target customers. Also, UPS would educate the sales force for those sales resources likely to work with target customers attractive to the association program.

19) Describe your general marketing program strategy to promote the proposed Contract nationally.

As part of the implementation of this program, we would utilize multiple marketing platforms related industry specific NJPA members, which may include customized websites or we may use sales collateral specifically related to the NJPA association. Additionally, our sales force is charged with the responsibility to communicate the latest value added shipping Technology, Solutions and best practices.

20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.

First and foremost, UPS marketing is aligned around industry segments. Our key market segments nationally are Government, Retail and Consumer Goods, Healthcare, Industry and Automotive, High Tech and Professional Services. This means, UPS has specific value statements and messaging focused



on your target members within the Government Segment. As such, we use industry specific value statements and messaging to create collateral across multiple channels. Examples of these channels potentially include UPS.Com, customized websites, sales collateral and our sales team and service providers.

21) Describe your use of technology and the internet to provide marketing and product awareness.

A core pillar of UPS marketing strategy includes the use technology and ecommerce marketing to drive awareness, trial, usage and ongoing loyalty. Example of this includes industry specific blogging, placement of ads on the internet and UPS.com.

22) Describe your perception of NJPA's role in marketing the partnership and your services/products.

Our perception is NJPA will aggressively promote our services to its members as like other associations within this segment of business. For example, we foresee the use of email marketing, member newsletter, NJPA Website advertisements and any additional channel available to the members of NJPA.

23) Describe the unique quality of the services/products in your proposal in relationship to others available in the market.

UPS is the only 100% fully integrated carrier in the small package US domestic arena, which makes us unique in the quality of service we provide. For example, all services performed will be by UPS employees within the United States.

**VALUE ADDED ATTRIBUTES (PLEASE REVIEW SECTION 3H ABOVE BEFORE ANSWERING THESE QUESTIONS.)**

24) Describe any training programs available as options for members.

As with other association programs, UPS leverages its capabilities in marketing and communications in order to drive business to these programs. For example, UPS has created customized web sites to market the program and enable easy setup. Another tactic is to create sales collateral to position to target customers. Also, UPS would educate the sales force for those sales resources likely to work with target customers attractive to the association program.

25) Please describe any performance guaranty's relating to any or all services offered including all limits and exclusions.

We train UPS managers and drivers to make pickups within 15 minutes of the scheduled pickup time—allowing a 30-minute window in their schedule. We continually work with our customers to ensure the best pickup time for each of their locations.

The follow services have a guaranteed delivery time:

- UPS Next Day Air® Early A.M.®
- UPS Next Day Air®
- UPS Next Day Air Saver®
- UPS 2nd Day Air A.M.®
- UPS Worldwide Express Plus<sup>SM</sup>
- UPS Worldwide Express<sup>SM</sup>
- UPS Worldwide Saver®



We follow up within 24 hours with drivers that fail to meet the guaranteed delivery time for any package on their route. We do this to ensure that delivery issues do not become an ongoing problem.

The difference between our guaranteed ground shipments and our overnight shipments are detailed below. Overnight shipments include UPS Next Day Air<sup>®</sup> Early A.M.<sup>®</sup>, UPS Next Day Air<sup>®</sup> and UPS Next Day Air Saver<sup>®</sup> service.

- Overnight shipments have a guaranteed delivery time of the next business day, while UPS Ground shipments are guaranteed to be delivered on a scheduled day generally within five business days based on distance traveled
- The most recent delivery commit times can be found at the Time and Cost Calculator on [www.ups.com](http://www.ups.com)
- Refunds are paid for UPS Next Day Air if UPS fails to attempt delivery with the published time or specific day for UPS Ground
- The transportation charges that are refunded are the same for both UPS Next Day Air and UPS Ground
- The service guarantee does not apply to UPS Ground returns, but it does apply to UPS Next Day Air returns
- The service guarantee for UPS Ground is suspended 14 days prior to Christmas, and it is relaxed 90 minutes during the day after Thanksgiving, the seven calendar days before Christmas and New Year's Eve

The terms of the service guarantee for UPS Next Day Air are available within the UPS Tariff/Terms and Conditions of Service in effect at the time of shipping and can be found at [www.ups.com/tariff](http://www.ups.com/tariff).

## 26) Describe technological advances your proposal services/products offer.

### **UPS Automated Shipping Options**

#### UPS WorldShip<sup>®</sup>

If an NJPA participant ships many packages to many locations around the world every day, streamlining shipment and document processing can save time and reduce costs.

WorldShip<sup>®</sup> would give them that advantage. WorldShip is a full-featured, Windows-based global shipping software that is updated to provide the greatest functionality and ease of use wherever they ship.

With WorldShip you can easily and efficiently:

- Connect WorldShip to your customer service and accounting systems to streamline business processes
- Process UPS package and freight shipments using a single application
- View your negotiated UPS rates with each shipment
- Send Quantum View<sup>®</sup> email notifications to let you and your customers know where shipments are and when they will arrive



- Interacts with real-time inbound or import brokerage, detects and helps correct documentation problems
- Manages U.S. customs clearance and compliance more efficiently
- Quantum View Notify keeps you and/or your package recipients or third parties in the know about delivery status
  - E-mail notifications about critical package status updates are sent proactively to as many as five recipients, as frequently as every hour
- Notifies via e-mail of unexpected delays and rescheduled delivery dates
  - Quantum View Notify is provided free of charge with each shipment
- Sends delivery notifications to you
  - Enables immediate invoicing upon receipt of goods, accelerating your cash flow and decreasing days sales outstanding

#### UPS Billing Data and UPS Billing Analysis Tool

- These billing tools offer a great way to provide visibility into and take control of your shipping expense information
  - Provides expenses for both package and LTL shipments
- UPS sends an e-mail with your invoice data, then you download it into the Billing Analysis Tool for processing
- The billing data file can be integrated to streamline internal business processes:
  - Such as bill reconciliation, cost allocation and accounts payable

#### UPS PDF Invoice

An electronic copy of your invoice is available when you register at the UPS Billing Center on ups.com.

#### Tracking on ups.com®

Tracking is available at ups.com or through the UPS mobile application.

### 27) Describe your “Green” program as it relates to your company, your services/products, and your recycling program.

UPS pursues sustainable business practices worldwide through operational efficiency, conservation initiatives and industry-leading innovations. We are uniquely positioned to assist NJPA in achieving your goals for sustainability.

UPS constantly reviews our processes to make sure we are reducing our environmental impact, which includes examining how we drive, fly and conduct business worldwide. Consistent with our position regarding climate change, our long-term strategy is to optimize the processes that consume non-renewable resources. We also recognize that UPS is a critical component of our customers’ supply chains, and that we have an obligation to help them operate in a more environmentally-sustainable



way. UPS prides itself on its current numerous sustainability initiatives, and being a responsible corporate citizen. Our superior initiatives include:

- *EPA Engagement* – SmartWay Transport Partners (charter member), 2009 EPA
- SmartWay Excellence Award, Climate Leaders Member
- *Intermodal Shipping* – The use of rail dramatically reduces carbon emissions
- Fuel-Efficient / Noise Compliant Airline – Most modern, Fuel-efficient, and Noise
- Compliant airline in the Sector
- *Efficient Ground fleet* – Customized fleet operated to reduce carbon emissions and reduce miles driven
- *Alternative Fuel/Technology Fleet* – One of the Largest Alternative Fuel/Technology Package Car Fleet
- *An Unprecedented Domestic Carrier Option* – Carbon Neutral Shipping: UPS is the first package carrier to offer a carbon neutral service within the U.S.



28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.

#### UPS Supplier Diversity

Supplier diversity is central to UPS's business and strongly linked to its values and mission. UPS sees a commitment to supplier diversity as a key strength of its culture and growth strategies. Formally launched in 1992, the UPS supplier diversity process is committed to providing business opportunities to diverse suppliers.

#### Supplier Diversity Mission Statement

*"We provide access and equal opportunity to diverse suppliers and promote and develop these suppliers within and outside our organization. We are committed to ensuring that our Supplier Diversity Process strengthens the small, minority-owned, woman-owned and other diverse businesses that drive economic development in the communities we serve."*

#### Executive Leadership and Commitment

UPS supplier diversity goals are established and tracked at the highest level of the organization. A diversity steering council, co-chaired by the CEO and the senior vice president of human resources, meets twice a year to establish and review the company's supplier diversity goals and accomplishments. James Mallard, UPS Vice President of Global Procurement and Supplier Diversity, presents the results to the diversity steering council.

#### UPS Supplier Diversity Staff

The UPS supplier diversity process is managed by four employees at the corporate level who report directly to James Mallard. James is active within the National Minority Supplier Development Council, Inc. (NMSDC) and other diverse organizations. James serves on the Board of Directors and Executive Board of the NMSDC. Other UPS supplier diversity team members sit on local council boards and that of other national organizations such as the Women's Business Enterprise National Council (WBENC).

In addition to the corporate staff, other UPS employees in the regions and districts execute the supplier diversity process working with diverse enterprises.

#### Supplier Diversity Involvement in the Community

UPS is an active member in many diverse organizations and federal agencies around the country including, but not limited to the following organizations:

- National Minority Supplier Development Council
- Women Business Enterprise National Council
- Native American Business Alliance
- National Association of Women Business Owners
- National Gay & Lesbian Chamber of Commerce
- National Veteran-Owned Business Organization
- The U.S. Hispanic Chamber of Commerce
- The U.S. Pan Asian Chamber of Commerce
- The National Urban League

#### Supplier Diversity Recognition

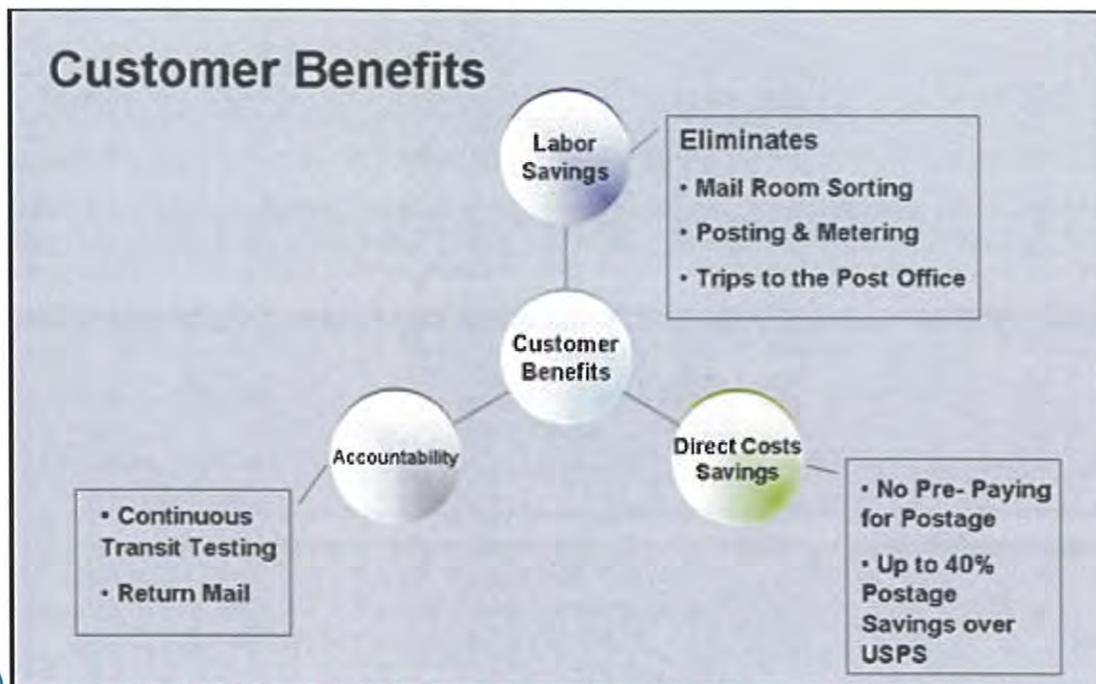


Our commitment to supporting, strengthening, and enhancing diverse suppliers has resulted in the following notable awards:

- Corporation of the Year - National Minority Supplier Development Council
- America's Top Corporations for Women's Business Enterprises - Women Business Enterprise National Council
- Corporation of the Year - Georgia Minority Supplier Development Council
- Corporation of the Year – GIACC
- Corporation of the Year - Kentucky Minority Supplier Development Council
- Corporation of the Year - Georgia Indo Asian Chamber of Commerce
- Executive of the Year – Georgia Minority Supplier Development Council
- America’s Top 50 Organizations for Multicultural Business Opportunities – Diversity Business
- Corporation of the Year - Georgia Hispanic Chamber of Commerce
- 40 Best Companies for Diversity – Black Enterprise Magazine
- Top 50 Companies for Diversity – Hispanic Business Magazine
- Top Corporation – National Association of Women Business Owners
- Corporation of the Year – Georgia Asian American Chamber of Commerce
- Corporation of the Year – Native American Business Alliance
- Best Corporations for Veteran-Owned Businesses – National Veteran-Owned Business Association
- Top 10 Corporations for Veterans – National Veteran-Owned Business Association
- Corporation of the Year – Business Consortium Fund

29) Identify any other unique or custom value added attributes.

UPS has some unique Transportation Mode Selection Tools that will allow optimization for transportation mode selection. These tools will allow an administrator to set parameters for users to only allow certain service levels using UPS CampusShip. Also, UPS WorldShip has a unique capability where our custom Crossware scripting tool can be used to also set parameters for mode selection. An example of this would be a user wanting to ship a package from Minneapolis, MN to St. Paul, MN, and needs the parcel there the next business day. The user could potentially select a Next Day Air service level to ensure the package would be there the next day. There is a more economical option for this shipment the user may not choose. The above systems could have parameters set to only allow the user to select Ground Service; because the system knows the transit is next day ground guaranteed delivery by end of day. In State Government and Universities, we have completed many studies where the potential savings for this tool can be between 3% to more than 10% in some cases. We would also present UPS International and Domestic Mail Innovations service as a unique value added solution.



30) *generally, for safety and timeliness to service Canada specifically and internationally in general.*

We offer the broadest portfolio of cross-border guaranteed time-definite services for Canada. Highlights of our small package delivery services include:

- We are the only carrier to offer guaranteed delivery as early as 8:30 a.m. the next business day to select major cities in Canada
- UPS delivers to nearly every address in the country
- UPS operations include 11,000 employees, 2,521 vehicles and 85 daily flight segments

31) **How do you plan to assist NJPA Members with cost savings needs? – Stepphone Mack**

UPS has some unique Transportation Mode Selection Tools that will allow optimization for transportation mode selection. These tools will allow an administrator to set parameters for users to only allow certain service levels using UPS CampusShip. Also, UPS Worlship has a unique capability where our custom Crossware scripting tool can be used to also set parameters for mode selection. An example of this would be a user wanting to ship a package from Minneapolis, MN to St. Paul, MN, and needs the parcel there the next business day. The user could potentially select a Next Day Air service level to ensure the package would be there the next day. There is a more economical option for this shipment the user may not choose. The above systems could have parameters set to only allow the user to select Ground Service; because the system knows the transit is next day ground guaranteed delivery by end of day. In State Government and Universities, we have completed many studies where the potential savings for this tool can be between 3% to more than 10% in some cases.

32) **Please describe any sustainability initiatives you may have.**

The UPS Package Design and Test Lab now offer UPS customers advice on minimizing the environmental impact of their own packaging. Because UPS works with all modes of transport and virtually all types of shipments, the lab has abundant experience to offer on everything from choosing environmentally friendly materials for packages, packing material and closures to shipping practices that minimize damage that lead to re-shipping.



UPS's fleet of alternative-fuel/technology vehicles – more than 2,500 worldwide – have traveled more than 200 million miles from 2000 to early 2011. At our current rate of travel and with an expanding alternative-fuel/technology fleet, we anticipate reaching the 400-million-mile mark by 2017, which will mean three years faster than it took to reach 200 million miles.

33) How will you be assisting participating Members in improving their use of your products and/or services?

UPS has some unique Transportation Mode Selection Tools that will allow optimization for transportation mode selection. These tools will allow an administrator to set parameters for users to only allow certain service levels using UPS CampusShip. Also, UPS Workship has a unique capability where our custom Crossware scripting tool can be used to also set parameters for mode selection. An example of this would be a user wanting to ship a package from Minneapolis, MN to St. Paul, MN, and needs the parcel there the next business day. The user could potentially select a Next Day Air service level to ensure the package would be there the next day. There is a more economical option for this shipment the user may not choose. The above systems could have parameters set to only allow the user to select Ground Service; because the system knows the transit is next day ground guaranteed delivery by end of day. In State Government and Universities, we have completed many studies where the potential savings for this tool can be between 3% to more than 10% in some cases. UPS has many shipping, tracking/visibility and billing reconciliation solutions. Individual customer needs, will dictate the correct solutions for that customer.



34) Describe any unique distribution method employed in your proposal.



**WE LOGISTICS™**  
thenewlogistics.com

**UPS EXPRESS CRITICAL  
SECURE IS IDEAL FOR:**

- Currency
- Customer/employee records
- Data tapes
- Gift cards
- Jewelry and gems
- Loaded hard drives
- Pharmaceuticals
- Precious metals
- Product launches

**UPS EXPRESS CRITICAL  
SECURE FEATURES:**

- 24/7/365 customer service
- Constant shipment monitoring and milestone updates
- Online shipment visibility
- Minimized touch points for added security
- Standardized security procedures and contingency plans



**More control means more protection**

Choose the level of security that's right for your shipment:

- Secure Air Armored Vehicle — Our highest level of protection for time-sensitive, high-value shipments using armored cars and priority shipping via the UPS air network
- Secure Air Bonded Courier — Bonded couriers move shipments through the UPS air system using serialized security seals
- Secure Surface Armored Vehicle — Our highest level of ground protection, using armored cars and a dedicated security team
- Secure Surface — Valuables are moved via dedicated, sealed vehicles

Being in the UPS network means you also have access to the ninth-largest airline in the world, providing unmatched express-service flexibility from a trusted, reliable carrier. And complete door-to-door visibility and milestone updates let you monitor shipments at all times, in all places.

**Standardized procedures offer peace of mind**

UPS follows High Value High Risk (HVHR) protocol to ensure your shipment is not compromised. These measures include:

- HVHR cargo seals
- Secure route planning
- Maintaining constant contact with driver
- Required driver safety and security checklists
- Team drivers for security and precaution
- Qualified and screened security escorts
- Minimized touch points for added security
- Shipments move priority via UPS air network

These are just some of the steps UPS takes to ensure your shipment arrives securely.

**Customized security anytime**

Our shipping experts are available 24 hours a day, 365 days a year to assess your specific situation and customize a solution and optimized routing for a single package or most sizes of palletized cargo. UPS Express Critical Secure can carefully match the level of surveillance and protection to the particular items being transported. In addition to secure ground and air transportation, we also offer:

- Hand Carry services
- Qualified/screened escorts
- Charter services
- UPS Capital® cargo insurance

UPS Express Critical Secure reduces the possibility of theft, as well as the counterfeiting opportunities that arise from such losses. The result is invaluable peace of mind knowing that your investments of time and money are safe and your bottom line is protected.

**UPS Express Critical**  
24-Hour Customer Service Hotline:  
866-712-1733  
upsexpresscritical.com

UPS Express Critical has full capabilities in the United States.  
Please call 800-479-2018 for international shipments.

All services are subject to UPS Express Critical Terms and Conditions of Contract.  
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## PAYMENT TERMS AND FINANCING OPTIONS

35) Identify your payment terms. (net 30, etc.)

UPS offers 7 Days Net Payment Terms.

36) Please describe any limitations of coverage provided for the required commercial general, professional, and automobile insurance coverage's provided with your proposal.

UPS can provide proof of insurance for all drivers, employees, agents and vehicles. Please visit our website for specific information:

[http://www.ups.com/content/us/en/resources/ship/insurance\\_verification.html?srch\\_pos=1&srch\\_phr=verification+of+insurance&WT.svl=SRCH](http://www.ups.com/content/us/en/resources/ship/insurance_verification.html?srch_pos=1&srch_phr=verification+of+insurance&WT.svl=SRCH)

In addition to the web link provided, we have attached a sample insurance certificate in the attached file.



Certificate\_of\_Insurance\_-\_UPS\_Package

## OTHER COOPERATIVE PROCUREMENT CONTRACTS HELD

37) Identify all cooperative governmental procurement contracts for goods and services offered in your bid response here, and which are marketed in more than one state which are held or utilized by the Proposer.

UPS currently has governmental contracts procured through a competitive bidding process, which includes the Federal GSA contract and also we participate under the WSCA cooperative contracts.

38) Identify all government procurement contracts held or utilized by the Proposer utilized in delivering the goods and services contemplated herein with any State of the United States.

Please reference our response to question #37 of this section.

39) Identify any GSA Contracts held or utilized by the Proposer.

Please reference our response to question #37 of this section.

40) Given the contract selling opportunities identified above, what cross section of your Customers/ NJPA Members do you see being the primary users of a contract resulting from this solicitation? Please describe the cross section of your Customers/NJPA Members to whom you will be offering a contract resulting from this solicitation as your primary contract purchasing vehicle?

UPS anticipates the cross section of NJPA members to include State government agencies, cities, counties, municipalities, educational entities and non-profits.

## SERVICES/PRODUCTS AND PRICING

41) Provide a general narrative description of the services/products you are offering in your proposal.

UPS brings great strengths in providing NJPA with reliable delivery service and state-of-the-art visibility and tracking systems that will allow you to provide excellent service to your customers. Delivering more packages on time than anyone, UPS delivers to every address in the U.S. and our services are



available in more countries and territories. We are an organization focused on our customers and their business—we will always put your needs first. Following is a UPS product and service description.

## **Domestic Services**

### Same Day and Urgent

- UPS Express Critical<sup>®</sup> offers:
  - Air – Same Day, Next-flight-out service within the U.S. and Puerto Rico
  - Surface – Exclusive use, door-to-door ground transportation throughout the U.S. and into Canada and Mexico
  - Charter - Air charter management services available around the world
  - Hand Carry - Dedicated courier assigned to maintain in-transit, end-to-end physical possession of your shipment

### One-Day Delivery

- UPS Next Day Air<sup>®</sup> Early A.M.<sup>®</sup> by 8:00 or 8:30 a.m. next business day; Saturday service available
- UPS Next Day Air<sup>®</sup> by 10:30 a.m. next business day; Saturday service available
- UPS Next Day Air Saver<sup>®</sup> by 3:00 p.m. or 4:30 p.m. the next business day

### Two-Day Delivery

- UPS 2nd Day Air A.M.<sup>®</sup> by noon on the second business day to commercial destinations
- UPS 2nd Day Air<sup>®</sup> by end of the second business day

### Three-Day Delivery

- UPS 3 Day Select<sup>SM</sup> by end of the third business day in the 48 contiguous states

### By Date Scheduled

- UPS Ground day-definite to every address in the 48 contiguous states
- UPS Ground With Freight Pricing day-definite delivery in the 48 contiguous states for multiple package shipments weighing over 150 lbs
- UPS Hundredweight Service<sup>®</sup> LTL alternative for LPLSM (Less-Than-Palletload<sup>SM</sup>) shipments

## **International Services**

### Urgent

- UPS Express Critical<sup>®</sup> offers next-flight-out, charter and hand carry services from the U.S. to more than 180 countries
- Next Day from Europe
- UPS Worldwide Express NA1<sup>SM</sup> Overnight from Europe to major cities in North America

### One-Day or Two-Day Delivery

- UPS Worldwide Express Plus<sup>SM</sup> Day-definite early morning
- UPS Worldwide Express<sup>SM</sup> Day-definite



- C.O.D. Enhancement Services
- *UPS Capital Cargo Finance<sup>SM</sup>*
  - Cargo Insurance
  - Credit Insurance
  - Export Credit Agency Financing
  - Flexible Parcel Insurance
- *Consulting Services – UPS Customer Solutions*
- *Supply Chain Design and Planning Services*
- *Customs Clearance*
- *Import/Export Technologies*
- *Managed Services*
- *Trade Management*
- *UPS TradeAbility<sup>SM</sup>*
- *UPS Freight<sup>®</sup> LT*
- *UPS Freight<sup>®</sup> Truckload*
- *Pickup API*
- *Rating API*
- *Tracking API*
- *Shipping API*
- *UPS Developer Kit*
- *UPS Mail Innovations<sup>®</sup>*
- *UPS Trade Direct<sup>SM</sup>*
- *UPS Trade Direct<sup>SM</sup> Air*
- *UPS Trade Direct<sup>SM</sup> Cross Border*
- *UPS Trade Direct<sup>SM</sup> Ocean*

UPS C.O.D. Secure<sup>®</sup>

Global Asset Based Lending  
– Receivables Management Services

#### 42) Please describe your order taking/entry system.

Whether NJPA simply needs to know the status of a critical package or if you are looking to integrate this shipping data within your Customer Service, Order Entry or other internal system, Quantum View has a solution that's right for you.

UPS Quantum View products and services are available at no additional cost to and provide total shipment visibility in a secure environment.

Although there are many views within the Quantum View suite, there are three main services:

1. *Quantum View Notify* – allows users to request that UPS send e-mails to shippers, receivers, or third parties, regarding the status of UPS shipments.



Here is a view of Quantum View Manage

**Quantum View Manage**

Combined | Outbound | Inbound | Third Party | Imports | Last Updated: 11/10/2011 04:07PM | Print | Help

Default Outbound View | Date Range: 09/26/2011 to 11/10/2011 | Preferences | Alerts

Enter search text | Search All Fields | Apply Filters

**Summary of Outbound Shipments**

UPS Account	Manifest	In Transit	Out for Delivery	Exception	Delivered	Void	Total
528R63	43	24	12	2	88	18	979
<b>Totals:</b>	<b>43</b>	<b>24</b>	<b>12</b>	<b>2</b>	<b>88</b>	<b>18</b>	<b>979</b>

**Shipment Details**

Displaying 979 | E-mail | Download as CSV

[Add/Remove Fields](#)

Tracking Number	Reference Number(s)	Status	Manifest Date	Ship To	Service	Scheduled Date
17668R63AD193378683		Manifest	11/10/2011	THE UPS STORE 5188 NEW YORK, NY, US	UPS Next Day Air	11/11/2011
17668R63AD195133514		Manifest	11/10/2011	UPS MESA, AZ, US	UPS Next Day Air	11/11/2011
17668R63AD195542065		Manifest	11/10/2011	XEROX CORPORATION HOT SPRING, AR, US	UPS Next Day Air	11/11/2011
17668R63AD198308123		Manifest	11/10/2011	ALAMGORDO UPS	UPS Next Day Air	11/11/2011

Done | Local intranet | Protected Mode: Off | 100%

### Quantum View Data (QVD)

With Quantum View Data NJPA can receive a data file, updated hourly (or other specified time), of all your small package shipment information that you can download or integrate into your internal business applications for reporting, analysis and claims management. Although this may require some programming time and expertise, it also provides the maximum value since the information is available within your applications.

The easiest way for NJPA to receive their data files is through an automatic download:

- The Autoload program acts as a “scheduler”— it automatically downloads the file at a specified time and to a specific directory
- Formats available in Autoload include: csv, txt, xml

#### 43) NJPA Provide a listing of all NAICS codes (North American Industry Classification codes) for the products and services you are proposing.

Our primary NAICS code would be 492110 – Couriers and Express Delivery Services. Other NAICS codes that could be applicable would be for freight related services. They would include:

- UPS Air Freight: 481112 – Scheduled Freight Air Transportation
- UPS LTL: 484122 – General Freight Trucking, Long-Distance, Less Than Truckload
- UPS TL: 484121 – General Freight Trucking, Long-Distance, Truckload

#### 44) Provide a listing of all NAICS codes (North American Industry Classification codes) for the products and services you produce and are NOT proposing in this response.

UPS would need additional information to provide a response to this question. For our purposes, we have listed the NAICS codes for the products and services pertaining to this response. We would be happy to



accommodate additional requests depending on additional services identified by NJPA.

45) Provide a general narrative description of your pricing model identifying how the model works.

UPS considers multiple factors when offering rates to a customer but the exact factors and our pricing model are proprietary and confidential.

46) Propose a strategy, process and specific method of facilitating “Sourced Goods” solution as defined herein.

The rates being offered by UPS include incentives for Prepaid, Freight Collect and Third Party shipments. This allows your members the ability to facilitate additional cost savings by applying discounts for multiple scenarios of shipping.

47) Provide a listing and or grid of services/products (as anticipated and defined by Proposer to meet or exceed the NJPA member’s needs) as a separate and named spreadsheet. Include special pricing, if any, on these terms.

The rates being offered by UPS include incentives for Prepaid, Freight Collect and Third Party shipments. This allows your members the ability to facilitate additional cost savings by applying discounts for multiple scenarios of shipping. We have included a comprehensive list of services in our response to question #41 of this RFP.

48) Provide, if any, your volume rebate programs.

In relation to volume rebates, UPS is proposing two rate structures in response to this RFP. For States, State Agencies, Cities, Counties, Municipalities and State Funded Public Educational Institutions (“Government entities”); UPS is proposing a customized rate structure with fixed annual increases. For our pricing offer related to Private Educational Institutions, Non-Profit organizations, and other NJPA members (“non-Government entities”), UPS proposes incentives based on a 52 week rolling average (once 52 weeks have been accumulated) of gross weekly revenue produced by all accounts that are part of each non-Government entity. A complete explanation of the incentives and both rate structures are provided within our response.

49) Identify any Total Cost of Acquisition cost(s) which is NOT included in the “Pricing” submitted with your proposal response. Identify to who these items are payable and their relationship to Proposer.

UPS may assess charges for Value Added Services and Fees associated with your shipments. A complete list of Value Added Services and Fees for both Domestic Shipments and International shipments are available in our Rate and Service Guide which can be accessed on [www.UPS.com](http://www.UPS.com).

50) Please describe your distribution system including how you will work with participating Members to establish delivery days and times.

UPS works with all of its customers individually to establish specific delivery times and a full explanation of our guaranteed services and delivery time commitments in an effort to fully educate the members of our services.

51) How will you notify Participating Members of substitutions or shortages? How is the price calculated on a substitution item?

UPS proactively works with our customer to prevent service related issues. We address each instance according to the nature of the service issue. Our process related to service refunds is to fully investigate and determine the root causes. At this point, we work with our customer to determine best format for the customer to credit transportation fees.



52) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.

Prices offered in this proposal are:

- a. \_\_\_\_\_ The same as we offer on individual municipality or school district proposals.
- b. \_\_\_\_\_ The same as we offer to government procurement organizations and state purchasing departments.
- c. \_\_\_\_\_ Better than we offer to purchasing government procurement organizations or state purchasing departments.

NOTE: Pricing offered to UPS customers is based on individual characteristics of each customer. UPS prefers not to describe incentives as they relate to other organizations as characteristics may vary.

53) Do you offer quantity or volume discounts?    **X YES**    \_\_\_\_\_ **NO**    Outline guidelines and program.

Yes, UPS offers discounts as selected above.

54) If applicable, Please detail the implementation and calculation for fuel surcharges

Ground and Air FSC Updated Monthly at [WWW.UPS.COM](http://WWW.UPS.COM)

UPS uses an index-based surcharge that is adjusted monthly. Changes to the surcharge will be effective the first Monday of each month and posted approximately two weeks prior to the effective date. For your billing convenience, we will also post a 90-day surcharge history. The surcharge will be based on the National U.S. Average On Highway Diesel Fuel Prices reported by the U.S. Department of Energy for the month that is two months prior to the adjustment. (UPS research has shown this index is highly correlated with other major fuel price indices worldwide.) For example the surcharge for February 2012 is based on the December 2011 National U.S. Average On Highway Diesel Fuel Price.

The following table illustrates the surcharge, effective January 2, 2012:

National U.S. Average On-highway Diesel Fuel Price (\$/Gallon)		
At Least:	But Less Than:	Surcharge:
\$0	\$2.23	0.00%
\$2.23	\$2.35	1.00%
\$2.35	\$2.47	1.50%
\$2.47	\$2.59	2.00%
\$2.59	\$2.71	2.50%
\$2.71	\$2.83	3.00%
\$2.83	\$2.95	3.50%
\$2.95	\$3.07	4.00%
\$3.07	\$3.19	4.50%
\$3.19	\$3.31	5.00%
\$3.31	\$3.43	5.50%



\$3.43	\$3.55	6.00%
\$3.55	\$3.67	6.50%
\$3.67	\$3.79	7.00%
\$3.79	\$3.91	7.50%
\$3.91	\$4.03	8.00%
\$4.03	\$4.15	8.50%
\$4.15	\$4.27	9.00%
\$4.27		9.50%

55) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

For each contract year Customer will receive an additional incentive off of the net Transportation Charges (excluding “Additional Charges”) per the following schedule, based on eligible revenues tendered to UPS. The additional incentive shall be subject to the applicable shipment Minimum Net Charges, as defined in this or other agreements. For the purpose of calculating this additional incentive, the minimum net charge shall be either the lowest zone one (1) pound rate as defined by service in each attached custom rate chart or the minimum net charge by service as stated in the contract. The band determination is based on the cumulative net Transportation Charges per week (excluding “Additional Charges”) unless otherwise specified from the services listed in the contract. The incentives will be administered on a contract annual basis. Within forty-five (45) days after the end of the period, UPS will issue a single check to Customer representing the total amount of the additional incentives(s) earned, if any.

Year 1			
Weekly Net Revenue			Incentive
Less Than	-	\$37,499.99	1.0%
\$37,500.00	-	74,999.99	1.5%
\$75,000.00	-	Or More	2.0%

Year 2 through 5			
Weekly Net Revenue			Incentive
Less Than	-	\$74,999.99	1.0%
\$75,000.00	-	149,999.99	1.5%
\$150,000.00	-	Or More	2.0%



*Stephen E. Muck*

---

**Authorized Signature** (Same signature as on Proposal Affidavit Signature and Acceptance Form)



## Form B – Proposer Information

Company Name: **United Parcel Service, Inc. (UPS)**

Address: **55 Glenlake Parkway**

City/State/Zip: **Atlanta/GA/30328**

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Toll Free Number: **1-800-Pick-UPS**

E-mail: **semack@ups.com**

Web site: **www.ups.com**

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

### COMPANY PERSONNEL CONTACTS

Contract Manager: **Jill Termini**

Email: **jilltermini@ups.com**

Phone: **404-828-6455**

Name: **Stephone Mack**

Title: **Director, Enterprise Accounts**

Email: **semack@ups.com**

Phone: **502-329-3321**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_





# Form D – Proposal Offering and Acceptance and Award

EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES

## Proposal Offering (To be Completed Only by Proposer)

In compliance with the Request for proposal (RFP) for EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES, the undersigned warrants that I/we have examined the RFP and, being familiar with all the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined services/products in compliance with all terms, conditions of the RFP, any applicable amendments of RFP, and all Proposer's response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: **United Parcel Service, Inc. (UPS)** Date: **January 25, 2012**

Company Address: **55 Glenlake Parkway, NE**

City: **Atlanta**

State: **GA**

Zip: **30328**

Contact Person: **Stephone Mack**

Title: **Director, Strategic Accounts**

Authorized Signature (ink only):

Stephone E. Mack

## Contract Acceptance and Award (To be completed only by NJPA)

Our proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Proposer's Response. The effective date of this Contract shall be March 20, 2012 and continue for four years AND which is subject to annual renewal at the option of both parties.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature:

Todd Lyscio

(Name printed or typed)

Title:

Executive Director

Awarded this \_\_\_\_\_

day of \_\_\_\_\_

Contract Number # 121511-UPS

NJPA Authorized signature:

Lane D. Waldahl

(Name printed or typed)

Title:

Board Clerk

Executed this 2012

day of March 2012

Contract Number # 121511-UPS



## Form E - Proposal Affidavit Signature Page

### PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the services/products to qualifying members of the NJPA in accordance with the terms, conditions, scope of RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Enrollment/election forms or forms for NJPA Members per RFP, only new, unused and first quality services/services and products to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and
11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer hereby certifies their compliance with federal affirmative action requirements.



- 12. Proposer certifies they have disclosed all rebates, re-imbursements, cost reductions and any other sources of revenue to the Proposer, or organization known to Proposer, relating to the goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 121511.
- 13. Proposer certifies they will continue to disclose new sources of rebates, re-imbursements, marketing fees, cost reductions, and any other source of revenue to the Proposer, or organization known to Proposer, relating to goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 121511 during the term of any contract awarded pursuant to this RFP.

Company Name: **United Parcel Service, Inc.**

Contact Person for Questions: **Stephone Mack** Phone: **502-821-1793**

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: 55 Glenlake Parkway, NE

City/State/Zip: Atlanta, GA 30328

Telephone Number: 502-329-3321

Fax Number: \_\_\_\_\_

E-mail Address: semack@ups.com

Authorized Signature: *Stephone E. Mack*

Authorized Name (typed): Stephone E. Mack

Title: Director, Enterprise Accounts

Date: 2/2/2012

Notarized

Subscribed and sworn to before me this 2 the day of Feb., 2012

Notary Public in and for the County of Jefferson State of KY

My commission expires: \_\_\_\_\_  
Notary Public, State at Large, KY  
 My commission expires Dec. 1, 2014

Signature: *Denise M. Williams*



# Form G – Overall Evaluation and Criteria

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposer s whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for "Proposer Responsiveness." A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: **United Parcel Service, Inc. (UPS)**

For the Proposal Subject **EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points
<b>Awarded</b>		
Conformance to terms and conditions to include documentation	50	
Pricing	350	
Industry and Marketplace Success	50	
Proposer's Ability to Sell and Service Contract Nationally	125	
Proposers Marketing Plan	100	
Value Added Attributes	50	
Liability Insurance Limits.	25	
Other Cooperative Procurement Contracts Held.	50	
Selection and Variety of Products and Services Offered	200	
<b>Total Points</b>	<b>1000</b>	<b>0</b>
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders WBME or SBE characteristics	50	
<b>Overall Evaluation Points</b>	<b>1100</b>	<b>0</b>

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_



# Form H- State Of Minnesota – Affirmative Action Certification

## FORM H

## State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. Proceed to BOX C. Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on 02-08-12 (date). [If the date is the same as the response due date, indicate the time your plan was received:            (time). Proceed to BOX C.
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance. (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: UPS Date 02-12-12

Authorized Signature: [Signature] Telephone number: 612-379-6648

Printed Name: Ronnie Carlson Title: Human Resources Operations Manager

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101

Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

TC Mover: (651) 296-5663

Fax: (651) 296-9042

Toll Free: 800-657-3794

TTY: (651) 296-1283



# Form I - State of Minnesota — Immigration Status Certification

## Form I

### State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgin/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: <u>UPS</u>	Date: <u>02-08-12</u>
Authorized Signature: 	Telephone Number: <u>612-379-6641</u>
Printed Name: <u>Rommel Carlson</u>	Title: <u>Human Resources Operations Manager</u>

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

#### For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at 1-800-375-5283 (TTY 1-800-767-1833).

#### For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

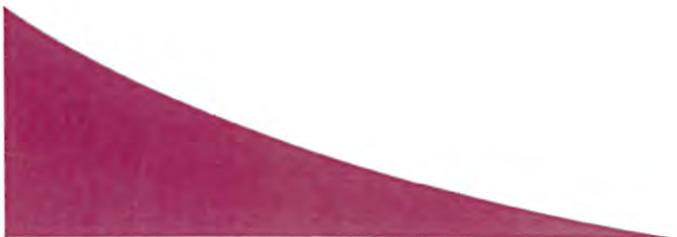
E-mail: [MMDIHelp.Linn@state.mn.us](mailto:MMDIHelp.Linn@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Pricing, financials and marketing material were submitted with the response and is available upon request. Due to the difficulty in emailing such a large file they were not included.

As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to NJPA policies and RFP terms and conditions, all documentation, except for data which is nonpublic, is available for review through a formal request process including a written request.



# National Joint Powers Alliance® (herein NJPA) REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

## **EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES**

### **RFP Opening**

December 15, 2011

8:00 AM

At the offices of the

National Joint Powers Alliance®

202 12 Street NE, Staples, MN 56479

### **RFP #121511**

The National Joint Powers Alliance® (NJPA) issues this request for proposal (RFP) to EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES on behalf of itself and its Members nationwide. This solicitation will be available until November 28, 2011 by letter of request to NJPA at 202 12 Street NE, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until December 14, 2011 at 4:30 PM Central Time and opened December 15, 2011 at 8:00AM Central Time.

**The text above is the Public Notice to Proposers to be used by NJPA.**

### **RFP Timeline**

*November 7, 2011 and*

*November 14, 2011*

*November 28, 2011*

*November 30, 2011 at 10:00 AM*

*Central Time*

*December 14, 2011 4:30 PM*

*Central Time*

*December 15, 2011 8:00 AM*

*Central Time.*

- *Publication of RFP in the print and online Minneapolis Star Tribune, the NJPA website, and on the website of [noticetobidders.com](http://noticetobidders.com)*

- *Deadline for RFP requests*

- *Pre-Proposal Conference (webcast – conference call)*

- *Deadline for Submission of Proposals*

- *Public Opening of proposals*

*Direct questions regarding this RFP to:*

*Gregg Meierhofer at [gregg.meierhofer@njpacoop.org](mailto:gregg.meierhofer@njpacoop.org) or (218)894-1930*

**RFP Procedures offers the methods for submitting questions.**

### 1. INTRODUCTION

- A. About NJPA
- B. Joint Exercise of Powers
- C. Why Propose a National Cooperative Procurement Contract
- D. The intent of this RFP
- E. Scope of this proposal
- F. Specifications for services/products being proposed
- G. Certification – Firm offer to contract

### 2. DEFINITIONS

- A. Proposer – Vendor
- B. Contract
- C. Time
- D. Proposer’s Response
- E. Currency

### 3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL

- A. Pre-Proposal Conference
- B. Identification of key personnel
- C. Proposer’s exceptions to terms and conditions
- D. Formal instructions to Proposers
- E. Contents and tabbing for proposal submission
- F. Questions and answers about this RFP
- G. Modification or withdrawal of a submitted proposal
- H. Value added attributes, services/services and products
- I. Certificate of Insurance
- J. Order Process and/or Funds Flow
- K. Administrative Fees

### 4. PRICING STRATEGIES

- A. Line-Item pricing
- B. Hot list pricing
- C. Ceiling Price
- D. Volume Price Discounts
- E. Sourced Goods
- F. Total Cost of Acquisition
- G. Requesting Product and Service additions, deletions, and substitutions
- H. Requesting Price Changes
- I. Pricing and Services/products Change Format
- J. Single Statement of Pricing – Historical Record
- K. Sales Tax

- L. Shipping and Shipping program
- M. Normal Working Hours

### 5. MARKETING PLAN

### 6. PROPOSAL OPENING PROCEDURE

### 7. EVALUATION OF PROPOSALS

- A. Proposal evaluation process
- B. Proposer Responsiveness
- C. Proposal evaluation criteria
- D. Cost Scoring Evaluation
- E. Product Testing
- F. Past performance information
- G. Waiver of formalities

### 8. POST AWARD OPERATING ISSUES

- A. Subsequent Agreements
- B. NJPA Member Sign-up procedure
- C. Reporting of sale activity
- D. Audits
- E. Hub Partners
- F. Trade-ins
- G. Out of Stock Notification
- H. Termination of a Contract resulting from this RFP

### 9. GENERAL TERMS AND CONDITIONS

- A. Advertisement of RFP
- B. Advertising a Contract Resulting From RFP
- C. Applicable law
- D. Assignment of Contract
- E. Proposer’s List
- F. Captions, Headings, and Illustrations
- G. Confidential Information
- H. Data Privacy
- I. Entire Agreement
- J. Force Majeure
- K. Gratuities
- L. Hazardous Substances
- M. Legal Remedies
- N. Licenses
- O. Material Suppliers and Sub-Contractors
- P. Non-Wavier of Rights
- Q. Protests of Awards Made
- R. Provisions Required by Law
- S. Public Record
- T. Right to Assurance
- U. Suspension or Disbarment Status
- V. Human Rights Certificate
- W. Severability
- X. Relationship of Parties

# RFP 121511

## 1. INTRODUCTION

### A. ABOUT NJPA

**1.1** The National Joint Powers Alliance®- (NJPA)- is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership includes cities, counties, governmental agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations. This Minnesota Statute also allows for service to NJPA Member agencies in Minnesota and all other states.

**1.2** To this end, NJPA has established a series of procurement contracts with various Vendors of services/products and which NJPA Members desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**1.3** NJPA's publicly elected Board of Directors calls for all proposals, awards all Contracts, hosts those resulting Contracts and offers them for the benefit of its Membership.

**1.3.1 Subject to Approval of the Board:** Any award of Contract made by an authorized NJPA Employee will be subject to such action by the NJPA Board of Directors.

**1.4** NJPA currently serves over 30,000 member agencies. Both membership and utilization of NJPA Contract continues to expand at exponential rates. The value of our Contracts driven to our Members is reflected in our growth.

### B. JOINT EXERCISE OF POWERS LAWS

**1.5** NJPA cooperatively shares those contracts with its Members nationwide through various "Joint Exercise of Powers Laws" established in Minnesota and most other States. The Minnesota "Joint Exercise of Powers Law" is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." Similar Joint Exercise of Powers Laws for each State of the United States can be found on our website at <http://www.njpacoop.org/LEARN/About/Legal.html> and clicking on that state at the bottom of the web-page.

### C. WHY PROPOSE A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

**1.6** National Cooperative Procurement Contracts create value for both Municipal buyers and their Vendors of services/products in two ways:

**1.6.1** We **save the time and effort** of many municipal buyers bringing individual procurement proposals AND the time and effort of the Vendors in responding individually to those invitations. A single invitation for a cooperatively held contract can replace potentially thousands of invitations for the same items from individual NJPA Members.

**1.6.2** We earn **volume purchasing discounts** which are passed on to our Members. A single awarded proposal is likewise exposed to thousands of potential Municipal purchasing units nationwide creating efficiency and savings to the business community as they sell products and services to government and education agencies..

**1.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that lower prices, better overall value and time savings will be the result.

**1.8** The collective purchasing power of thousands of NJPA Members nationwide offer the opportunity for

## RFP 121511

volume pricing discounts. Although no volume is guaranteed by a Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**1.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Pre-competed procurement contracts offer NJPA and its Members the ability to more directly compare non-price factors in their procurement analysis and it offers Vendors the opportunity to display those attributes without the timing and interpretation constraints of a typical individual proposal process.

### D. THE INTENT OF THIS RFP

**1.10** As a unit of government, NJPA exists for the singular purpose of driving the greatest possible value to its Members.

**1.11 Award by Board of Directors:** An Award of Contract may be made by the NJPA Board of Directors based on the recommendation of the NJPA Proposal Review Committee and on the best interests of NJPA and its Members. NJPA is seeking a Prime, Exclusive Vendor relationship(s) to meet this need. The goal and intent of this RFP is to follow through with a proposal award and contract to be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA to its participating members.

**1.12 Best Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best responsible and responsive Proposer(s) offering the best overall quality and selection of services/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP.

**1.13 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like goods and services solely from this Contract or from another contract source of their choice. NJPA most desires an Exclusive Contract to a qualifying Proposer together with their network of service providers demonstrating a solution which meets or exceeds the needs of NJPA or NJPA Members within the scope of "**EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES**".

**1.14 NJPA's Interest in a contract resulting from this RFP:** Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the services, products, or warranties of the Awarded Vendor or the intended or unintended effects of the goods and services procured there from.

### E. SCOPE OF THIS PROPOSAL

**1.15** In addition to "**EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES**", this solution should be read to include:

**1.15.1** N/A

**1.116** NJPA reserves the right to limit the scope of this solicitation for market segments already being serviced by existing NJPA procurement contracts.

**1.17 Multiple Awards:** Although it is NJPA's intent to award a contract to a single Vendor, NJPA reserves the right to award a Contract to multiple Proposers where the responding Proposers are deemed to lack the ability to appropriately service a national contract or such action is deemed to be in the best interests of NJPA and its Members.

## RFP 121511

**1.18 Format for Response:** A response to this RFP must be in the form of a Line-Item Pricing. NJPA desires a relationship with a vendor providing a broad array of services, supplies, accessories anticipated and generally requested and desired by NJPA members from the “EXPRESS COURIER, OVERNIGHT, GROUNDDELIVERY LOGISTICS SERVICES” industry. Those services and products must include those most commonly used and desired by NJPA and its Members. NJPA is seeking a Prime and Exclusive Vendor relationship to best serve the overall needs of NJPA and NJPA Members nationally.

**1.19 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Members.

**1.20 Bidder’s Qualifications:** Qualifying Proposers must be able to demonstrate knowledge of applicable industry standards, laws and regulations. National Proposers must also demonstrate the ability to both market to and service NJPA Members in all 50 states, with potential to serve internationally. All proposals received will be evaluated based on (among other factors) your ability to provide the greatest utility to NJPA and NJPA Members and across the widest spectrum of services/products.

**1.21 Sole Source of responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor meaning the Vendor will take sole responsibility for the performance of delivered services/products. NJPA also desires sole responsibility with regard to:

**1.21.1 Scope of Services/products:** NJPA desires a single provider for the broadest possible scope of the goods and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA Members.

**1.21.2 Vendor use of sub-contractors in sourcing or delivering goods and services:** NJPA desires a single source of responsibility for services/products proposed. Proposer’s are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the goods and services being proposed. Vendor assumes all responsibility for the services/products and actions of any such Sub-Contractor.

### **1.22 Solutions Based Invitation:**

**1.22.1** All potential Proposers are assumed to be professionals in their respective fields. As professionals you are deemed to be intimately familiar with the spectrum of NJPA and NJPA Member’s needs and requirements with respect to the scope of this RFP.

**1.22.2** With this intimate knowledge of NJPA and NJPA Member’s needs, Proposers are instructed to provide their proposal response in a format describing their solutions to those current and future needs and requirements. Proposers should take care to be economical in their response to this RFP.

**1. 22.3** Multiple solutions to the needs of NJPA and NJPA Member’s are possible. **Examples could include:**

**1.22.3.1 Fast, Faster, Fastest:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of fast – faster – fastest multiple grade solutions to NJPA and NJPA Member’s needs.

**1.22.3.2 Good, Better, Best:** Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Member’s needs.

**1.22.3.3 Proven – Accepted – Leading Edge Technology:** Where appropriate and properly identified, Proposers are invited to provide the CHOICE of an appropriately identified spectrum of technology solutions to NJPA and NJPA Member’s needs both now and into the future.

**1.23 Geographic Area to be Proposed:** This RFP invites proposals to EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability to serve Canada, for instance, will be viewed as a value-added attribute.

**1.24 Contract Term:** A contract resulting from this RFP will become effective the date of execution by NJPA of the “Offering and Award” (Form D). NJPA is seeking a Contract base term of four years subject to annual renewals as allowed by Minnesota Contracting Law. Full term is expected, however will only occur through successful annual renewals. One additional one-year renewal-extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members.

**1.25 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**1.26 Estimated Contract Volume:** Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Members.

**1.27 Largest Possible Solution:** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of services and products described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific services/products proposals as a part of the award.

**1.28 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**1.29 Proposer’s Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

## **F. EXPECTATIONS FOR SERVICES/PRODUCTS BEING PROPOSED**

**1.30 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted services/products, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and NJPA Members.

**1.30.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the services/products they propose will render equivalent functionality, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

## RFP 121511

**1.31 Important note:** NJPA does not typically offer specific product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested services and products. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Member's needs.

**1.32 Commonly used Goods and Services:** It is important that the services/products submitted are the services/products commonly used by public sector entities.

**1.33 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

### G. CERTIFICATION – FIRM OFFER TO CONTRACT

**1.34** By execution and delivery of a proposal, Proposer certifies:

1. The submission of the offer did not involve collusion or any other anti-competitive practices;
2. The Proposer/Vendor shall not discriminate against any employee or applicant for employment in violation of Federal and State Laws (see Federal Executive Order 11246);
3. The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer (see Gratuities); and,
4. The Proposer agrees to promote and offer to Members only those services/products and/or services as previously stated, allowed, and deemed a resultant of the contract(s) as NJPA contract items or services. This clause shall include any future product or service additions as allowed through Contract additions.

**1.35** A response to this RFP is a firm offer to Contract with the NJPA based upon the goals, intent, terms, and conditions and scope of services/products contained in and referenced to in this invitation.

**1.36** All stated terms and conditions, expectations to include the goals, intent and scope of this RFP as described as a part of this RFP, are to be considered binding under the signatures of authorized parties and are part of the Contract.

### H. PRE-PROPOSAL CONFERENCE

**1.37** A Pre-Proposal Conference (Webcast – Conference Call) will be held at the date and time identified on the title page for this proposal.

**1.38** An invitation with access instructions will be sent via e-mail to all inquirer's the morning following the deadline for proposal inquiries (the day before the conference).

**1.39** The purpose for the conference is to allow for questions from the Potential Bidders AND to allow for input from the Potential Bidders regarding perceived improvements to this RFP.

## 2. DEFINITIONS

### A. PROPOSER - VENDOR

**2.1 Exclusive Vendor-** A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members. Such a Proposer must exhibit the ability to offer an outstanding overall program and demonstrate the ability and willingness to serve NJPA Members in all 50 states, and comply with all other requirements of this RFP.

**2.2 Potential Proposer-** A person or entity requesting a copy of this RFP.

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**2.3 Proposer-** A company, person or entity delivering a timely response to this RFP.

**2.4 Vendor-** One of a number of Proposers whose proposal has been awarded a contract pursuant to this RFP.

**2.5 Request for Proposal-** Herein referred to as RFP

### **B. CONTRACT**

**2.6** “Contract” as used herein shall mean cumulative documentation consisting of this RFP, an entire Proposer’s response, and a fully executed “Acceptance and Award” made pursuant to this RFP.

### **C. TIME**

**2.7** Periods of time, stated as number of days, shall be in calendar days.

### **D. PROPOSERS RESPONSE**

**2.8** A Proposers Response is the entire collection of documents as they are received by NJPA from a Potential Proposer in response to this RFP.

### **E. CURRENCY**

**2.9** All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

## **3. INSTRUCTIONS TO PREPARING YOUR PROPOSAL**

### **A. PRE-PROPOSAL CONFERENCE**

**3.1** A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

### **B. IDENTIFICATION OF KEY PERSONNEL**

**3.2** Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

**3.3** Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

### **C. PROPOSERS EXCEPTIONS TO TERMS AND CONDITIONS**

**3.4** Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

**3.5** Exceptions, Deviations or contingencies stipulated in Proposer’s response, while possibly necessary in the view of the Proposer, may result in disqualification of a proposal response.

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### D. FORMAL INSTRUCTIONS TO PROPOSERS

**3.6** It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after the deadline for submission of proposals.

**3.7** All proposals must be physically sent to “The National Joint Powers Alliance®, 202 12 Street NE Staples, MN 56479.”

**3.8 Format for bid response:** All proposals must be physically delivered to NJPA® at the above address in the following format:

**3.8.1** Hard copy Original signed, completed, and dated forms C, D, E, H, and I for this RFP,

**3.8.2** Hard copies of all addenda issued for the RFP with original counter signed by the Proposer,

**3.8.3** Hard copy of the certificate of insurance verifying the coverage identified in this RFP,

**3.8.4** Two complete copies of your response on CDs (Compact Discs) or flash drives containing completed Forms A,B,C,D,E,H, and I, and your statement of products and pricing together with all appropriate attachments.

**3.9** All Proposal forms must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**3.10** Electronic proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

**3.11** Service descriptions, fact sheets, and catalogs should be submitted in electronic format only in an effort to limit the use of paper resources in the hard copy response. Price lists in excess of 20 pages should be submitted in electronic format only.

**3.12** It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals. Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening**”, and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**3.13** Corrections, erasures, and interlineations on a Proposer’s response must be initialed by the authorized signer in original ink on all copies to be considered.

**3.14** Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to RFP.

**3.14.1** Proposer’s are responsible for checking directly with NJPA, or checking the NJPA website for addendums to RFP.

**3.14.2** Addendums to RFP can change terms and conditions of RFP including the deadline for submission of proposals.

### E. CONTENTS AND TABBING OF PROPOSAL SUBMISSION

**3.15** In order to insure every proposal receives a fair evaluation and comparison, it is required each Proposer tab and label their proposal as indicated on Form A “Vendor Questionnaire.”

### F. QUESTIONS AND ANSWERS ABOUT RFP

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**3.16** Upon examination of RFP document, Proposer shall promptly notify the Manager of Bids and Contracts of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to RFP must be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

**3.17** Submit all questions about RFP, in writing, referencing “EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES to Gregg Meierhofer, NJPA, 202 12 Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Gregg Meierhofer at (218) 894-1930 to determine if addenda have been issued or to request copies of the RFP. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Gregg Meierhofer. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7<sup>th</sup>) calendar day prior to proposal due-date cannot be answered.

**3.18** If the answer to a question is deemed by NJPA to have a material impact on other Inquirers or the RFP itself, the answer to the question will become an addendum to RFP.

**3.19** If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

**3.20** As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

**3.21** Addenda are written instruments issued by NJPA that modify or interpret RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) by clicking on “Current Proposals” and from the NJPA offices. No addenda will be issued later than five (5) days prior to the deadline for receipt of proposals, except an addendum withdrawing the request for proposals or one that includes postponement of the date of receipt of proposals. Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

**3.22** An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

### G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**3.23** A submitted proposal may not be modified, withdrawn from or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened regarding RFP. **Prior** to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Manager of Bids and Contracts. Such notice shall be submitted in writing and include the signature of the Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

### H. VALUE ADDED ATTRIBUTES, SERVICES/PRODUCTS

**3.24 Explanation of Value Added Attributes:** Value-Added attributes, services/products are items offered in addition to the services/products being proposed which adds value to those items being proposed. For example, the availability of a contract for maintenance or service after the initial sale, installation, and set-up may be “Value Added Services” for services/products where a typical buyer may not have the ability to perform these functions.

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**3.25 Where to document Value Added Attributes:** The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

**3.26 Value added services/products and expanded services,** as they relate to RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of **EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES,** and advances to provide services/products, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the services/products and training. Value add could include areas of product and service, sales, ordering, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of RFP.

**3.27 Minority, Small Business, and Women Business Enterprise (WMBE) participation:** It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the purchase of goods and services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from RFP.

**3.28 Environmentally Preferred Purchasing Opportunities:** There is a growing trend among NJPA Members to consider the environmental impact of the services/products they purchase. Please identify any "Green" characteristics of the goods and services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which services/products have been certified as "green" and by which certifying agency.

**3.29 On-Line Requisitioning systems:** When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make online ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

**3.30 Financing:** The ability of the Proposer to provide financing options for the services and products being proposed will be viewed as a Value Added Attribute.

### I. CERTIFICATE OF INSURANCE

**3.31** Proposer shall provide evidence of liability insurance coverage identified below in the form of an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract, and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of an ACCORD binder identifying the coverage required below and identifying NJPA as a "Certificate Holder" and an "Additional Insured". Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

**3.32** Vendor, upon award, shall be required to maintain the following insurance coverage's during the term of the NJPA Contract:

- (1) Workers Compensation insurance (Occurrence) with the following minimum coverage's:  
Bodily injury by accident--per employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000. In addition, Proposer shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage's: Bodily injury by accident--per

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employee \$100,000; Bodily injury by disease--per employee \$100,000; Policy limits \$500,000.  
(2) Commercial General Liability Policy per occurrence \$1,000,000.  
(3) Business Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Proposer or Proposer's personnel in the performance of this Contract. The Business Automobile Policy shall have a per occurrence limit of \$1,000,000.

**3.33** The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to NJPA. Certificates of Insurance showing such coverage to be in force shall be filed with NJPA prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business nationally and shall be with companies acceptable to NJPA, which must have a minimum AM Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

### J. ORDER PROCESS AND/OR FUNDS FLOW

**3.34** Please propose an order process and funds flow for your proposal. Please choose from one of the following:

**3.34.1 B-TO-G:** The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP.

**3.34.2 Other:** Please fully identify.

### K. ADMINISTRATIVE FEES

**3.35** Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

**3.35.1** Calculated as a percentage of the dollar volume of all services/products provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction, and

**3.35.2** Included in, and not added to, the pricing included in Proposer's Response to this RFP, and

**3.35.3** Set based on the anticipated costs of NJPA's involvement in facilitating the establishment, Vendor training, and the order/product/funds flow of the Contract resulting from this RFP.

**3.37.3.1** Typical administrative fees for a B-TO-G order process and funds flow is 2.0%.

**3.36** The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer's response to the Questionnaire.

## 4. PRICING STRATEGIES

**4.1** NJPA requests Potential Proposers respond to RFP only if they are able to offer a wide array of services/products and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district or regional cooperative.

**4.2** RFP is an "Indefinite Quantity Service/products Price Request" with potential national sales distribution and service. Proposers are agreeing to fulfill Contract obligations regarding each service/products to which you provide a description and a price. If your solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be well organized and copied on a CD along with other requested information as a part of a Proposer's Response.

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**4.3** Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the services/products and being supplied must always be disclosed at the time of purchase.

**4.4 Primary Pricing/Secondary Pricing Strategies-** All proposers will be required to submit “Primary Pricing” in the form of “Line-Item Pricing”. Proposers are also encouraged to offer OPTIONAL pricing strategies including “Hot List, “Sourced Goods,” and “Volume Discounts,” as well as financing options such as leasing.

### A. LINE-ITEM PRICING

**4.5 Line-Item pricing-** A pricing format where specific individual services/products are offered at specific individual Contract prices. Services/products are individually priced and described by (where applicable) characteristics such as manufacturer name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as service/products prices are individually identified and priced.

**4.6 Unit Pricing:** Unit Pricing is a line-item technique of pricing for services/products including the related services/products on a unitized basis. The unitized basis may be per quantitative measure such as per service, per square foot, per lineal foot or per occurrence. As an example (not necessarily related to the scope of this RFP), sheetrock may be line item priced as a product only, delivered to the end users location, AND unit priced delivered and installed at that end users location. The sheetrock hung and taped logical combination of product and service and could be priced per square foot. Whether pricing services or logical combinations of services/services and products, pricing per unit of product/product and service must be quoted (i.e. cost per square foot of sheetrock hung and taped).

**4.7** Line-Item Pricing items or services are to be submitted in an Excel spreadsheet format and are to include all appropriate identification information necessary to discern the line item from other line items in each Proposer’s proposal.

**4.8** The purpose for the use of a searchable format for Line-Item Pricing is to be able to use the “Find” function to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such services/products.

**4.9** All services/products typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**4.10** Proposers are asked to provide both a “List” price as well as a “Proposed Contract Price” in their pricing matrix. “List” price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

### C. HOT LIST PRICING

**4.11** Where applicable, NJPA also invites the Vendor, at their option, to offer a specific selection of services/products, defined as a Hot List Pricing, at greater discounts than those listed in the standard Contract pricing. All service/products pricing, including the Hot List Pricing, must be submitted in hardcopy as well as electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Providing a “Hot List” of services/products is optional. Services/products may be added or removed from the “Hot List” at any time provided that current “Hot List” prices are provided to NJPA at all times.

**4.12** Hot List pricing when applicable may also be used to discount and liquidate close-out and discontinued services/products as long as those close-out and discontinued items are clearly labeled as

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such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

**4.13** Hot List Pricing is allowed to change at the discretion of the Vendor within the definition of Hot List Pricing. The Vendor is responsible to maintain current Hot List service/products descriptions and Pricing with NJPA.

### D. CEILING PRICE

**4.14** Proposal pricing is to be established as a ceiling price. At no time may the proposed services/products be offered pursuant to this Contract at prices above this ceiling price without approval by NJPA. Prices may be reduced to allow for volume considerations and to meet the specific and unique needs of an NJPA Member.

**4.15** Allowable specific needs may include certain purchase volume considerations or the creation of custom programs based on the individual needs of NJPA Member.

### E. VOLUME PRICE DISCOUNTS

**4.16** Proposer's are free to offer volume discounts from the quantity-of-one pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

**4.17** Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms and conditions, and similar time frame, seasonal considerations and provided the same manufacturer support is available to the Vendor.

### F. SOURCED GOODS OR SERVICES

**4.18** NJPA and NJPA Members may, from time to time, request goods and/or services/products within the scope of RFP which are not included in an awarded Vendor's line-item product /service listing or "list or catalog" known as Sourced Goods and services.

**4.19** An awarded Vendor resulting from RFP may "Source" these service/products for NJPA or NJPA Member to the extent they:

**4.19.1** Provide as many quotes for the Member's "Total Cost of Acquisition" for the goods and services to be sourced as may reasonably be required by NJPA or NJPA Member.

**4.19.2** Provide "Sourced Goods" only to the extent that they are incidental to the total transaction being contemplated.

### G. TOTAL COST OF ACQUISITION

**4.20** The Total Cost of Acquisition for the services/products being proposed, including those payable by NJPA Members to either the Proposer or a third party, shall be disclosed in the Proposer's response including but not limited to:

- The capitalized cost of the listed services/products being proposed,
- The cost of accessories, alterations, and customizations typically incurred in the acquisition of the services/products being proposed.
- The cost of delivery, setup and installation (where applicable) of the services/products and any accessories being proposed.

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- Other costs, where applicable, typically associated with the purchase, delivery, set-up, and installation of the services/products being proposed and making it operational at the purchaser's site.

### H. REQUESTING SERVICE ADDITIONS/DELETIONS

**4.21** Requests for service/products, and price additions, deletions or changes must be made in written form and shall be subject to approval by NJPA.

**4.22** New services/products may be added to a Contract resulting from RFP at any time during that Contract to the extent those services/products are within the scope of RFP. Those requests are subject to review and approval of NJPA. Allowable new services/products generally include new updated models of services/products and or enhanced services previously offered which could reflect new technology and improved functionality.

**4.23** NJPA's due diligence in analyzing any request for change is to determine if approval of the request is 1) within the scope of the original RFP, and 2) in the "Best Interests of NJPA and NJPA Members." We are looking for consistent pricing and delivery mechanisms and an understanding of what value the proposal brings to NJPA and NJPA Members.

**4.24** Documenting the "Best Interests of NJPA and NJPA Members" when out-dated goods and services are being deleted is fairly straight forward since the product is no longer available and not relevant to the procurement Contract.

**4.25** Requests must be in the form of (1) a cover letter to NJPA a) asking to add the service, b) making a general statement identifying how the services/products to be added are within the scope of the original RFP, and c) making a general statement identifying that, if appropriate, the pricing is consistent with the existing Contract pricing and (2) the detail as to what is being added at what price will then be an attachment to that cover letter.

**4.26** NJPA's intent here is to encourage Proposers, to provide and document NJPA's due diligence in a clear and concise one page format on which we can stamp and sign our acknowledgment and acceptance. This information must ultimately come from Proposers, and NJPA are requiring it in this format.

### I. REQUESTING PRICING CHANGES

**4.27 Price Decreases:** Requests for standard Contract price decrease adjustments are encouraged and will be allowed at any time based on market place efficiencies, market place competitiveness, improved technologies and/or improved methods of delivery or if Vendor engages in innovative procurement practices such as strategic sourcing, aggregate and volume purchasing. NJPA expects Vendors to propose their very best prices and anticipates price reductions due to the advancement of technologies and market place efficiencies. Documenting the "Best Interests of NJPA and NJPA Members" is pretty easy when we are documenting price reductions.

**4.28 Price increases:** Requests for standard contract price increases (or the inclusion of new generation services/products/services at higher prices) can be made at any time. These requests will again be evaluated by NJPA based on the best interests of NJPA and NJPA Members. As an example, typically acceptable requests for price increases for existing services/products may cite increases to the Vendor of input costs such as petroleum or other applicable commodities. Typically acceptable requests for price increases for new services/products enhance or improve on the current solutions currently offered as well as cite increases in utility of the new compared to the old. Vendors are requested to reasonably document the claims cited in their requests. Your written request for a price increase, therefore, is an exercise in describing what you need, and a justification for why you need it in sufficient detail for NJPA to deem such change to be in the best interests of our self and our Members.

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**4.29 Price Change Request Format:** An awarded Proposer will use the format of a cover letter requesting price increases in general terms (a 5% increase in product line X) and stating their justification for that price increase (due to the recent increase in petroleum costs) by service category. Specific details for the requested price change must be attached to the request letter identifying service/products where appropriate, both current and proposed pricing. Attachments such as letters from suppliers announcing price increases are appropriate for documenting your requests here.

### J. PRICE AND SERVICE CHANGES FORMAT

**4.30** NJPA's due diligence regarding service and price change requests is to consider the reasonableness of the request and document consideration on behalf of our members. We would appreciate it if you would send the following documentation to request a pricing change:

**4.30.1** A cover letter:

- a. Please address the following subjects in your cover letter:
  - i. What service/products prices are changing?
  - ii. How much are the prices changing?
  - iii. Why are the prices changing?
  - iv. Any additions or deletions from the previous service list and the reason for the changes.
- b. The specifics of the service/products and price changes will be listed in the excel spreadsheets identified below. Please take a more general "Disclosure" approach to identifying changes in the cover letter.
  - i. If appropriate, **for example**, state, "All paper services/products increased 5 % in price due to transportation costs."
  - ii. If appropriate, for instance, state, "The 6400 series floor polisher added to the product list is the new model replacing the 5400 series. The 6400's 3% price increase reflects the rate of inflation over the past year. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated."

**4.30.2** An excel spreadsheet identifying all services/products being offered and their pricing. Each subsequent pricing update will be saved using the naming convention of "[Vendor Name] pricing effective XX/XX/XXXX."

- a. Include all services/products regardless of whether their prices have changed. By observing this convention we will:
  - i. Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.
  - ii. Create a historical record of pricing.

### K. SINGLE STATEMENT OF PRICING/HISTORICAL RECORD OF PRICING

**4.31** Initially; and with each request for product addition, deletion, and pricing change; all services/services and products available, and the prices for those services/services and products will be stated in an Excel workbook. The request for price changes described above will serve as the documentation for those requested changes. Each complete pricing list will be identified by its "Effective Date." Each successive price listing identified by its "Effective Date" will create a "Product and Price History" for the Contract.

**4.32** Proposer's may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

**4.33** All services/products together with their pricing, whether changed within the request or remaining unchanged, will be stated on each "Pricing" sheet created as a result of each request for product, service, or pricing change.

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**4.34** Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from RFP.

### L. PAYMENT TERMS

**4.35** Payment terms will be defined by the Proposer in the Proposer’s Response. Proposers are encouraged to offer payment terms through P Card services.

**4.36** Leasing- If available, identify any leasing programs available to NJPA and NJPA Members as part of your proposed. Proposers should submit an example of the lease agreement to be used. Proposers should identify:

- General leasing terms such as:
  - The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and
  - The index rate being adjusted; and
  - The “Purchase Option” at lease maturity (\$1, or fair market value); and
  - The available term in months of lease(s) available.
- Leasing company information such as:
  - The name and address of the leasing company; and
  - Any ownership, common ownership, or control between the Proposer and the Leasing Company

**4.36.1** NJPA’s position on Leasing is that Leasing is merely an optional method of payment for the capital value of an asset including a time value for money. The range of market rates for the time value of money from \$1 buy-outs to FMV buy-outs represent the market equilibrium between those rates and their underlying methods of calculation.

### M. SALES TAX

**4.37** Sales and other taxes, where applicable, shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to Vendor. When ordering, if applicable, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from RFP.

### N. NORMAL WORKING HOURS

**4.38** Prices quoted are for services/products delivered during normal business hours. Normal Business hours will be as specifically defined herein, defined through industry standards OR defined through statement contained in the purchase/work order issued pursuant to a Contract resulting from RFP.

## 5. MARKETING PLAN

**5.1 Internal Marketing Plan:** An award of Contract resulting from RFP is an opportunity for the awarded contractor to pursue commerce with, and deliver value to NJPA and NJPA Members nationwide. An award of Contract is not an opportunity to see how much business NJPA can drive to an awarded Vendor’s door. Your internal marketing plan should serve to:

**5.1.1** Identify the appropriate levels of sales management whom will need to understand the value of, and the internal procedures necessary to deliver this Contract opportunity to NJPA and NJPA Members through your sales force.

**5.1.2** Identify, in general, your national foot print and dedicated feet-on-the-street sales force who will be carrying this Contract message and opportunity in the field to NJPA Members. Outline the

sale force in terms of numbers and geographic distribution.

**5.1.2.1** Identify whether your sales force are employees or independent contractors.

**5.1.3** Identify your plan for delivering training to these individuals.

**5.1.3.1** Will you have your sales force gathered at national or regional events in the near future? Does your sales force have the ability to participate in webinar or webcast events?

**5.1.3.2** NJPA is prepared to provide our personnel in your location for sales training and/or on a webinar or webcast where sufficient efficiencies can be shown in reaching the appropriate groups within your employee base, and sufficient numbers of personnel trained.

**5.1.4** Identify your personnel involved in training.

**5.1.4.1** NJPA can provide personnel to deliver training regarding the Contract itself, the authority of NJPA to offer the Contract vehicle to its Members, the value the Contract vehicle delivers to NJPA and NJPA Members, the scope of NJPA Membership, and the authority of NJPA Members to utilize our procurement contracts.

**5.1.4.2** Your personnel will be needed to provide training regarding employee compensation and internal procedures when delivering the Contract opportunity, and how this Contract purchasing opportunity relates with other such opportunities available.

**5.2** Success in marketing is dependent upon 1) the delivery of value as defined herein, 2) the delivery of knowledge of the program and its proper use and utility, and 3) the delivery of opportunity and reward which creates a personal commitment to the program. NJPA desires a marketing plan that:

**5.2.1** Identifies the value delivered in a competitively proposed national cooperative procurement contract by relieving both the NJPA Member and the Vendor/Vendor's sales staff of the responsibility for bringing and answering many similar and individual RFP's; and

**5.2.2** Identifies the appropriate Vendor personnel from both management and sales staff's who will be trained on the use and utility of such a contract and a general schedule of when and how those individuals will be trained; and

**5.2.3** Identifies in general how the reward system for the marketing, delivery, and service chain of the Vendor will be affected by the implementation of the proposed Contract and how that will be proposed to those individuals in terms of the value created for them and their departments in 5.1.1 above.

**5.3 External Marketing Plan:** NJPA is seeking the ability to serve all our current and potential members nationwide. The Proposer must demonstrate the ability to both market and service their services/products nationwide. Please demonstrate your sales and service force contains sufficient people in sufficient proximities, to receive the knowledge, opportunity, and reward in order to make a personal commitment to serving NJPA and NJPA Members nationwide.

**5.4** The Proposer must exhibit the willingness and ability to develop marketing materials and participate in marketing venues such as:

**5.4.1 Printed Marketing Materials.** Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logos, identifying the Vendor, the Vendor's general utility for NJPA and NJPA Members, and contact information to be used by NJPA and NJPA Members in a full page, half page, and quarter page

formats. These advertisements will be used in the NJPA Catalog and publications.

**5.4.2 Press releases and advertisements.** Proposer will identify a marketing plan identifying their anticipated press releases, contract announcements, advertisements in industry periodicals, or other direct or indirect marketing activities.

**5.4.3 Proposer's Website.** Proposer will identify how an Awarded Contract will be displayed on the Proposer's website. An on-line shopping experience for NJPA and NJPA Members is desired when applicable and will be viewed as a value-added attribute to a Proposer's response.

**5.4.4 Trade Shows.** Proposer will outline their proposed involvement in the promotion of a Contract resulting from RFP through trade shows. Vendors are encouraged to identify trade-show, and other appropriate venues, for the promotion of any such Contract. Vendors are strongly encouraged to participate in cooperation with NJPA at NJPA embraced trade shows.

**5.5** Proposer must also work in cooperation with NJPA to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all NJPA Members nationally. Awarded Vendor agrees to actively market in cooperation with NJPA all available services/products to current and potential NJPA Members. NJPA reserves the right to deem a proposer non-responsive or to waive an award based on an unacceptable marketing plan.

**5.6** As a part of this response, submit a complete Marketing Plan on how you would help NJPA rollout this program to current and potential NJPA Members. NJPA requires the Vendor actively promote the Contract in cooperation with the NJPA. Vendors are advised to consider marketing efforts in the areas of 1) Website Link from Vendors website to NJPA's website, 2) Attendance and participation with a display booth at national trade shows as agreed upon/required by NJPA, and 3) Sales team and sales training programs involving both Vendor sales management and NJPA staff. NJPA requires awarded Vendors to offer the NJPA Contract opportunity to all current and qualified NJPA Members.

**5.7 Facilitating NJPA Membership:** Proposer should express their commitment to determine the membership status of their customers whom are eligible for NJPA Membership, AND their commitment to establishing that membership.

**5.7.1** Membership information: Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA to appropriately facilitate membership and certain marketing activities as agreed to by NJPA and an Awarded contractor.

## 6. PROPOSAL OPENING PROCEDURE

**6.1** Sealed and properly identified Proposer's Responses for RFP entitled "EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES" will be received by Gregg Meierhofer, Manager of Bids and Contracts, at NJPA Offices, 202 12 Street NE, Staples, MN 56479 until the deadline for receipt of, and opening of proposals at **4:30 p.m. on December 15, 2011**. The NJPA Manager of Bids and Contracts, or Representative from the NJPA Proposal Review Committee, will then read the Proposer's names aloud. A summary of the responses to RFP will be made available for public inspection in the NJPA office in Staples, MN. **Specifications are available for pick up or mail delivery beginning November 7, 2011 and continuing until 4:30 p.m. on November 28, 2011.** A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Gregg Meierhofer 202 12 Street NE Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly specify "EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES" To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

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## 7. EVALUATION OF PROPOSALS

### A. THE EVALUATION PROCESS

**7.1** NJPA will use a 1000-Point Evaluation System to help determine the best overall Proposer(s) selection. Bonus points may be available for specific proposal characteristics identified such as “Green Product Certifications.”

**7.2** NJPA reserves the right to use a “Cost Scoring Evaluation” through a product comparison process of like services/products. This process will establish points for submitted price levels. See Cost Scoring Evaluation.

**7.3** NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. The total possible score is 1000 points. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities.

**7.4** To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness.”

**7.5** Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal Review Committee.

**7.6** The procurement activities of the NJPA Proposal Review Committee are limited to document preparation, answering Proposer questions, advertising the solicitation, distribution of RFP upon request, conducting an evaluation and making recommendation for possible approval to NJPA Board of Directors.

### B. PROPOSER RESPONSIVENESS

**7.7** Proposer’s Responses received after the deadline for submission will be invalid and returned to the Potential Proposer unopened.

**7.8** An essential part of the proposal evaluation process is an evaluation to qualify the Proposer being considered. All proposals must contain answers or responses to the information requested in the proposal forms. Any Proposer failing to provide the required documentation may be considered non-responsive.

**7.9** Deviations or exceptions stipulated in Proposer’s response may result in the proposal being classified as non responsive.

**7.10** To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document. A proposal must reasonably and substantially conform to all the terms and conditions in the solicitation to be considered responsive.

**7.11** **The Proposal Review Committee shall utilize the following criteria to evaluate all proposals received. Items 1-4 constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. “Level 2” responsiveness is determined through the evaluation of the remaining items listed below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested.**

1. The proposal response is received prior to the deadline for submission.
2. The proposal package was properly addressed and identified.
3. The proposal response contains original signatures on all documents requiring such.
4. Certificate of Insurance as required herein.

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5. Response's conformance to terms and conditions as described in the solicitation, including documentation.
6. Possesses qualifications as a responding Proposer that meets or exceeds those set within the solicitation.
7. Information from references and past performance information including past member approval.
8. Demonstrates that they offer the most current industry standard services/products.
9. Demonstrates financial stability and a favorable banking line of credit.
10. Demonstrates their services/products proposed meet and/or exceed industry standards accepted by educational or governmental institutions.
11. Has demonstrated market place success and their past performance exhibit an acceptable reputation.
12. Demonstrates the company possesses the background, knowledge, capacity, and ability to sell, deliver, and support services/products offered to Members.
13. Has provided documentation defining, outlining, and describing their concept of a national marketing program they will be implementing to facilitate and coordinate the cooperative activities required by an awarded Contract.
14. Has provided all required and applicable documentation required i.e. proposed security, insurance certificates, licenses, and/or registration certificates required to do business nationally.
15. Line-Item Pricing, in approved excel format, listing of all of the proposed products/service and warranty provisions with their associated units of costs.
16. Core List selection of services/products in Line-Item Pricing format
17. Hot List Pricing services/products in a Line-Item Pricing format (where applicable).
18. Contract Pricing submitted as requested to include core list or services/products, Line-Item

### C. PROPOSAL EVALUATION CRITERIA

**7.12** If a supplier chooses not to produce or supply goods and services to meet the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

**7.13** Consideration will be given in the award based on the completion and degree of information provided regarding available services, and accessories, as well as, applicable parts of the Proposer Information and Questionnaire.

**7.14** The fact a manufacturer or supplier chooses not to produce or provide services to meet the intent and scope of this RFP will not be considered sufficient cause to adjudge this RFP as restrictive.

**7.15** The Proposer is required to have extensive knowledge and at least three (3) years experience with the related activities surrounding the selling of the service or related products offered.

**7.16** NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

**7.17** Consideration will be given in the proposal evaluation based upon the selection, variety, technological advances, and demonstrated quality of services/products submitted, technological advances, and pricing. The ability of the Proposer to communicate the value of these factors and to demonstrate how the depth and breadth of their product and service offerings provide NJPA and NJPA Members with a sole source of responsibility within the scope of this RFP will be positively reviewed.

**7.18** Consideration will also be given to proposals demonstrating technological advances, provide increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

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**7.19** Strong consideration will be given to a Proposer's past performance, distribution model, and the demonstration their ability to effectively market and service NJPA Membership nationally.

**7.20** Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately one of the factors taken into consideration in evaluation and award.

**7.21** Evaluation of a Proposer's Responses will take into consideration as a minimum response but not necessarily limited to the following:

1. Adherence to all requirements of this RFP as defined by industry standards.
2. Prior knowledge of and experience with a Proposer in terms of past performance and market place success.
3. Capability of meeting or exceeding current and future needs or requirements of NJPA and NJPA Members.
4. Evaluation of Proposer's ability to market to and provide service to all NJPA Members nationally.
5. Financial condition of the Proposer.
6. Nature and extent of company data furnished in Proposer's Response.
7. Quality of services offered including value added related services.
8. History of member service to NJPA type customers.
9. Overall ability to perform sales, solutions and contract support as submitted.
10. Ability to meet service and warranty needs.
11. Technology advancements and related provisions.
12. Ability to market and promote the Contract within current business practices.
13. Willingness to develop and enter into NJPA Contract and business relations. Past market-place successes and brand recognition.
14. Favorable bond rating and applicable industry standard licensing ability.
15. Past market place successes and brand recognition.
16. Demonstrated warranty and service/products responsibility.

**7.20** The Proposers' ability to follow the proposal preparation instructions set forth in this solicitation will also be considered to be an indicator of the Proposers' ability to follow other future instructions should they receive an award as a result of this solicitation. Any Contract between NJPA and a Proposer requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered an indication of the quality of organization and writing which would be prevalent if a Contract was awarded. As a result, the proposal will be evaluated as a sample of data submission.

**7.21** A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

**7.22** NJPA reserves the right to reject the Proposer's Response of the apparent successful Proposer where the available evidence or information does not exhibit the ability or intent to satisfy NJPA the potential Vendor is able to properly carry out the terms of RFP and potential Contract.

**7.23** NJPA shall reserve the right to reject any or all proposals. NJPA also reserves the right to reject a proposal lacking data required by RFP, or if a Proposer's response is incomplete or irregular. NJPA shall reject all proposals where there has been collusion among the Proposers.

**7.24 Overall Evaluation (FORM G)** - The NJPA Proposal Review Committee will evaluate proposals received based on a 1000 point evaluation system. The Committee will establish both the evaluation criteria and designate the relative importance of that criteria by assigning possible scores for each category.

**7.25 Bonus Evaluation Points-** Bonus evaluation points may be awarded by the NJPA Proposal Review Committee based on criteria identified as being both "optional" and "having additional value."

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### D. COST SCORING EVALUATION

**7.26** After reviewing bid responses received, NJPA reserves the right to require additional information from the Bidders in an effort to establish a reasonable process for evaluating similar and dissimilar pricing and pricing formats in bid responses received. In the event the evaluation committee feels it is necessary to make a final determination.

**7.27** This process may be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. Among other options, a “Market Basket” of identical (or substantially similar) services/products may be selected by the NJPA proposal review committee and the unit cost can be used as a basis for determining the point value. The “Market Basket” may be selected by NJPA from all product categories as determined appropriate by NJPA. The low priced Proposer will receive the full point value and all other Proposers will receive points as follows: Lowest price Proposal=5 (where there are five proposers), and inferior proposals = 4, 3, 2, 1 points each. The Total Score for each proposer will be the sum of all points earned. The result of this process shall not be the sole determination for award.

### E. PRODUCT TESTING

**7.28** NJPA reserves the right to request and test services/products from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer’s resources, personnel, and organization within three (3) days.

### F. PAST PERFORMANCE INFORMATION

**7.29** Past performance information (PPI) is relevant information regarding a Proposer’s actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer’s record of conforming to specifications and standards of good workmanship. The Proposer’s history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, PPI can be defined as the Proposer’s businesslike concern for the interests of the NJPA Member.

### G. WAIVER OF PROPOSAL FORMALITIES

**7.30** NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

## 8. POST AWARD OPERATING ISSUES

### A SUBSEQUENT AGREEMENTS

**8.1 Purchase Order-** Purchase Orders for goods and services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor’s sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the face of such Purchase orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase goods and services at specified prices by NJPA or NJPA Members pursuant to an Contract resulting from this IFB. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

**8.2 Governing Law-** Purchase Orders, as identified above, shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either part the Contract shall be physically amended to make

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such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

**8.3 Additional Terms and Conditions-** Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to, among other things; formerly introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose and intent of this RFP.

**8.4 Asset Management Contracts:** Asset Management type contracts can be initiated pursuant to a Contract resulting from this RFP at any time during the term of said Contract. The establishment of such Asset Management Contracts cannot exceed the authorized term of a Contract resulting from this RFP; however the Asset Management Contract term may extend beyond the maturity date of a Contract resulting from this RFP.

**8.5 Specialized Service Requirements-** In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, stand alone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified in this Contract.

**8.6 Performance Bond-** At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for goods and services. If a purchase order is cancelled for lack of a required performance bond, it shall be the recommendation of NJPA that pending Purchase Orders with all NJPA Members be considered for cancellation. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

### C. NJPA MEMBER SIGN-UP PROCEDURE

**8.7** Awarded Vendors shall become familiar with the various forms of Membership documentation and shall encourage and facilitate Potential Members in establishing their Membership status.

### D. REPORTING OF SALE ACTIVITY

**8.8** A report of the total gross dollar volume of all services/products purchased by NJPA Members as it applies to RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will be developed by NJPA in cooperation with the Vendor to include, but not limited to, name and address of purchasing agency, amount of purchase, and a description of the items purchased.

### E. AUDITS

**8.9** During the Term, Vendor will, upon not less than fourteen (14) business days' prior written request, make available to NJPA no more than once per calendar year, at Vendor's corporate offices, during normal business hours, the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and payments made by NJPA members for all services/products purchased under

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this Contract. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Vendor shall have the right to approve the independent auditor, which approval shall not be unreasonably withheld. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged hereunder of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

### F. HUB PARTNER

**8.10 Hub Partner:** When Applicable, NJPA Members may, from time to time, request a Vendor resulting from RFP to serve them through a "Hub Vendor" for the purposes of complying with a Law, Regulation, or Rule to which the individual NJPA Member deems to be applicable in their jurisdiction. An Awarded Vendor resulting from RFP may reject such a request provided they provide written notice of that rejection.

**8.11 Hub Partner Fees:** Fees, costs, or expenses levied upon the NJPA Member OR the Vendor for the services provided by the Hub Partner in the transaction provide that:

**8.11.1** The NJPA Member be notified by the Vendor that additional charges may apply; and

**8.11.2** The Vendor document the transaction to be "Executed for the Benefit of [NJPA Member Name]" on the face of all transactional and warranty documentation.

### G. TERMINATION OF CONTRACT RESULTING FROM RFP

**8.12** NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure according to the steps in the procedure in this Cancellation Section. Some examples of material breach are the following:

- The Vendor provides material/services that does not meet reasonable quality standards and is not remedied under the warranty;
- The Vendor fails to provide the services within a reasonable amount of time;
- NJPA has reason to believe the Vendor will not or cannot perform to the requirements of the Contract and issues a request for assurance as described herein and Vendor fails to respond;
- The Vendor fails to observe any of the material terms and conditions of the Contract; and/or,
- The Vendor fails to follow the established procedure for Enrollment/election forms, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- The Vendor fails to report quarterly sales volume;
- The Vendor fails to actively market this Contract within the guidelines provided in RFP and the expectations of NJPA.

**8.13** Each party shall follow the below procedure if the Contract is to be terminated for violations or non-performance issues:

**Step 1:** Issue a warning letter outlining the violations and/or non-performance and state the length of time (10 days) to provide a response and correct the problem(s) if reasonably possible in such time frame.

**Step 2:** Issue a letter of intent to cancel Contract, if the problem(s) is not resolved within fifty (50) days.

**Step 3:** Issue letter to cancel Contract for cause.

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**8.14** Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section.

**8.15** Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

**8.16** The NJPA reserves the right to cancel or suspend the use of any Contract resulting from RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Prior to commencing services under this Contract, the Proposer/Vendor must furnish NJPA certification from insurer(s) proving level of coverage usual and customary to the specific industry. The coverage is to be maintained in full effect during the Contract period. Vendor must be willing to provide, upon request, certification of insurance to any NJPA member or member using this Contract.

**8.17** Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

**8.18** NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

**8.19** Events of Automatic termination to include:

- Vendor's or NJPA's voluntary or involuntary bankruptcy or insolvency;
- Vendor's failure to remedy a material breach of a Contract resulting from RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,
- Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from RFP to be in violation of the law.

## 9. GENERAL TERMS AND CONDITIONS

### A. ADVERTISEMENT OF RFP

**9.1** As a policy, NJPA shall advertise this solicitation 1) for two consecutive weeks in both the print and on-line editions of the MINNEAPOLIS STAR TRIBUNE, 2) it shall be placed on a national wire service by the MINNEAPOLIS STAR TRIBUNE, 3) it shall be posted on NJPA's website, 4) it shall be posted to the NJPA website and "Noticetobidders.com," and 5) it shall be posted to other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia and Bidsync.

### B. ADVERTISING OF A CONTRACT RESULTING FROM RFP

**9.2** Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### C. APPLICABLE LAW

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**9.3 NJPA Compliance with Minnesota Procurement Law:** Contracts awarded through NJPA are intended to be in compliance with procurement laws applicable to NJPA and the Minnesota Department of Commerce. It is the responsibility of each participating NJPA member to insure to their satisfaction that these laws are satisfied. An individual NJPA Member using these contracts is deemed by their own accord to be in compliance with proposal regulations. NJPA encourages the awarded Vendor to assist NJPA and the NJPA member in this research to the benefit of all involved.

**9.4 Governing Law:** All applicable portions of the Minnesota Uniform Commercial Code and all other applicable Minnesota laws shall govern contracts with the National Joint Powers Alliance®. Any claims pertaining to RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota.

**9.5 Vendor Compliance with applicable law:** Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the sale of the services/products resulting from RFP. All such laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

**9.6 Indemnity:** Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

**9.7 Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

**9.8 Patent and Copyright infringement:** If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whatsoever on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

### D. ASSIGNMENT OF CONTRACT

**9.9** No right or interest in this Contract shall be assigned or transferred by the Proposer/Vendor without prior written permission by the NJPA. No delegation of any duty of the Proposer/Vendor shall be made without prior written permission of the NJPA. The NJPA shall notify the members within fifteen (15) days of receipt of written notice by the Vendor. After issuance the awarded Contract may be reassigned to a comparable Vendor at the discretion of NJPA.

**9.10** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A simple change of name agreement will not change the contractual obligations of the Vendor.

### E. PROPOSERS LIST

**9.11** NJPA will not maintain or communicate to a proposers list. All interested proposers must respond to the solicitation as a result of one of the methods of proposal advertisements listed above. Because of the scope of the potential Members and national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

### F. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

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**9.12** The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

### G. CONFIDENTIAL INFORMATION

**9.13** If a Proposer wishes to withhold any part of its proposal from public inspection, then a statement advising the NJPA of this fact shall accompany the submission. The NJPA shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Executive Director of the NJPA shall inform the Proposer, in writing, of such determination prior to award of Contract to Proposer.

### H. DATA PRIVACY

**9.14** Proposer agrees to propose by all applicable STATE and FEDERAL laws and regulations including HIPPA concerning the handling and disclosure of private and confidential information regarding individuals. Proposer agrees to hold the NJPA harmless from its unlawful disclosure and/or use of private/confidential information.

### I. ENTIRE AGREEMENT

**9.15** The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract.

**9.16** A Contract resulting from RFP is formed when the NJPA Board of Directors approves and signs the applicable Acceptance and Award Form document (see Form D).

### J. FORCE MAJEURE

**9.17** Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from RFP. Force majeure shall not include late deliveries of services/products caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

### K. GRATUITIES

**9.18** NJPA may cancel this Contract by written notice if it is found gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer/Vendor or any agent or representative of the Proposer/Vendor, to any employee of NJPA are deemed to be excessive with a view toward securing a contract or with respect to the performance of this Contract.

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## L. HAZARDOUS SUBSTANCES

**9.19** Proper Material Safety Data Sheets (MSDS), in compliance with OSHA's Hazard Communication Standard, must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

## M. LEGAL REMEDIES

**9.20** All claims and controversies between NJPA and Vendor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County, Minnesota, the county in which NJPA is domiciled.

## N. LICENSES

**9.21** Proposer/Vendor shall maintain a current status on all required federal, state and local licenses, bonds and permits required for the operation of the business conducted by the Proposer/Vendor.

**9.22** All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered services/products to NJPA and NJPA Members in all states. Documentation of said licenses and authorities is requested.

## O. SOURCING SUPPLIERS AND SUB-CONTRACTORS

**9.23** The apparent successful Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors when requested.

**9.24** Awarded Vendors under RFP will be the sole source of responsibility for transactions originating that award. The Awarded Vendor is solely responsible for services/services and products provided by third party sourcing or service providers.

## P. NON-WAIVER OF RIGHTS

**9.25** No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

## Q. PROTESTS OF AWARDS MADE

**9.26** Protests shall be filed with NJPA's Executive Director and shall be resolved in accordance with appropriate state statutes of Minnesota. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) days after the public notice or announcement of the award. No protest shall lie for a claim that the selected Proposer is not a responsible Proposer. A protest must include:

1. The name, address and telephone number of the protester;
2. The original signature of the protester or its representative;
3. Identification of the solicitation by RFP number;
4. Identification of the statute or procedure that is alleged to have been violated;
5. A precise statement of the relevant facts;
6. Identification of the issues to be resolved;
7. The aggrieved party's argument and supporting documentation.

## R. PROVISIONS REQUIRED BY LAW

## RFP 121511

**9.27** Proposer/Vendor agrees in the performance of a Contract resulting from RFP, it has complied with or will comply with all applicable statutes, laws, regulations, and orders of the United States and any State thereof.

### S. PUBLIC RECORD

**9.28** All proposals submitted to this invitation shall become the property of the NJPA and will become a matter of public record and available for review subsequent to the award notification. Proposals may be viewed by appointment at the NJPA offices Monday through Friday from 8:30 a.m. to 3:30 p.m.

### T. RIGHT TO ASSURANCE

**9.29** Whenever one party to this Contract has reason to question the other party's intent to perform, he/she may demand a written assurance of this intent. In the event a demand is made and no written assurance is given, the demanding party may treat this failure as an anticipatory repudiation of the Contract provided, however, in order to be effective, any such demand shall be addressed to the authorized signer for the party from whom the assurance is being sought, and sent via U.S. Postal Service, certified mail, return receipt requested or national overnight delivery service with proof of delivery.

### U. SUSPENSION OR DISBARMENT STATUS

**9.30** If within the past five (5) years, any firm, business, person or Proposer submitting a proposal has been lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

### V. HUMAN RIGHTS CERTIFICATE

**9.31** If Proposer is not domiciled in Minnesota and has NOT on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a statement to that effect.

**9.32** If Proposer is not domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must document their application for a Human Rights Certificate issued by the Minnesota Commissioner of Human Rights. Proposer must also document receipt by the Minnesota Commissioner of Human Rights of that application and the Proposer's affirmative action plan for the employment of minority persons, women, and qualified disabled individuals.

**9.33** If Proposer is domiciled in Minnesota and has on any single working day in the past year, employed more than 40 employees in the State of Minnesota, Proposer must provide a copy of their "Certificate of Compliance" from the Commissioner of the Minnesota Department of Human Rights.

### W. SEVERABILITY

**9.34** In the event that any of the terms of a Contract resulting from RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from a Contract resulting from RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of a Contract resulting from RFP.

### X. RELATIONSHIP OF PARTIES

## **RFP 121511**

**9.35** No Contract resulting from RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in RFP, neither party may be held liable for acts of omission or commission of the other party, and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

**Form A**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

Please provide an answer to all questions below and address all requests made in this RFP. Please use the Microsoft Word/Excel document version of this questionnaire to respond to the questions contained herein. Please provide your answer to each question indented below the question. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators.

**Company Information**

- 1) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 2) Provide contact information for the primary contact person from your business relating to this RFP. (Form B)
- 3) Provide a brief history of your company that includes its goals and philosophy.
- 4) Provide profiles and an organizational chart for key sales and marketing executives of your company that will oversee the implementation and operation of a Contract resulting from this RFP.
- 5) How long has your company been in the **EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES** industry?
- 6) For public companies, provide your most recent annual report to shareholders.
- 7) For private companies, provide your most recent year-end financial statements, your bond rating, and/or a credit reference from your bank.

**Industry-Marketplace Successes**

- 8) List and document recent industry awards and recognition.
- 9) Supply three references/testimonials from customers similar to NJPA Members. Please include the customer's name, contact, and phone number.
- 10) Provide names and addresses of the top five (5) governmental or education customers and dollar volumes from the past year.
- 11) Provide documentation indicating the total dollar volume for each of your sales to government, education, and non-profit agencies for the last three (3) fiscal years.

**Proposer's ability to sell and service nationwide.**

- 12) Please describe current "Go TO Market" process and strategy as it relates to government, education and non-profits.
- 13) Please describe your **sales force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the services/products contemplated in RFP? a) Are these individuals your employees, or are they employees of a third party?
- 14) Please describe your **service force** in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the services/products contemplated in RFP? a) Are these individuals your employees, or are they employees of a third party?
- 15) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time commitments.
- 16) Identify any geographic areas or NJPA market segments of the United States you will **NOT** be serving through the proposed contract.
- 17) Identify any of NJPA Member segments you will NOT be serving? (Government, Education, Non-profit)

**Marketing Plan (Please review Section 5 above before answering these questions)**

- 18) Describe your training program for both greet-the-public and sales management levels relating to a NJPA award.
- 19) Describe your general marketing program strategy to promote the proposed Contract nationally.

## **RFP 121511**

- 20) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. As much as possible, please send marketing materials in electronic format only to save paper.
- 21) Describe your use of technology and the internet to provide marketing and product awareness.
- 22) Describe your perception of NJPA's role in marketing the partnership and your services/products.
- 23) Describe the unique quality of the services/products in your proposal in relationship to others available in the market.

### **Value Added Attributes (Please review section 3H above before answering these questions.)**

- 24) Describe any training programs available as options for members.
- 25) Please describe any performance guaranty's relating to any or all services offered including all limits and exclusions.
- 26) Describe technological advances your proposal services/products offer.
- 27) Describe your "Green" program as it relates to your company, your services/products, and your recycling program.
- 28) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations of your organization directly involved in a Contract resulting from this RFP.
- 29) Identify any other unique or custom value added attributes.
- 30) Identify your ability and willingness to service Canada specifically and internationally in general.
- 31) How do you plan to assist NJPA Members with cost savings needs?
- 32) Please describe any sustainability initiatives you may have.
- 33) How will you be assisting participating Members in improving their use of your products and/or services?
- 34) Describe any unique distribution method employed in your proposal.

### **Payment Terms and Financing Options**

- 35) Identify your payment terms. (net 30, etc.)
- 36) Please describe any limitations of coverage provided for the required commercial general, professional, and automobile insurance coverage's provided with your proposal.

### **Other cooperative procurement contracts held**

- 37) Identify all cooperative governmental procurement contracts for goods and services offered in your bid response here, and which are marketed in more than one state which are held or utilized by the Proposer.
- 38) Identify all government procurement contracts held or utilized by the Proposer utilized in delivering the goods and services contemplated herein with any State of the United States.
- 39) Identify any GSA Contracts held or utilized by the Proposer.
- 40) Given the contract selling opportunities identified above, what cross section of your Customers/ NJPA Members do you see being the primary users of a contract resulting from this solicitation? Please describe the cross section of your Customers/NJPA Members to whom you will be offering a contract resulting from this solicitation as your primary contract purchasing vehicle?

### **Services/products and Pricing**

- 41) Provide a general narrative description of the services/products you are offering in your proposal.
- 42) Please describe your order taking/entry system.
- 43) Provide a listing of all NAICS codes (North American Industry Classification codes) for the products and services you are proposing.
- 44) Provide a listing of all NAICS codes (North American Industry Classification codes) for the products and services you produce and are NOT proposing in this response.
- 45) Provide a general narrative description of your pricing model identifying how the model works.
- 46) Propose a strategy, process and specific method of facilitating "Sourced Goods" solution as defined herein.
- 47) Provide a listing and or grid of services/products (as anticipated and defined by Proposer to meet or exceed the NJPA members needs) as a separate and named spreadsheet. Include special pricing, if any, on these terms.
- 48) Provide, if any, your volume rebate programs.
- 49) Identify any Total Cost of Acquisition cost(s) which is NOT included in the "Pricing" submitted with your proposal response. Identify to who these items are payable and their relationship to Proposer.
- 50) Please describe your distribution system including how you will work with participating Members to establish

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delivery days and times.

- 51) How will you notify Participating Members of substitutions or shortages? How is the price calculated on a substitution item.
- 52) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.  
Prices offered in this proposal are:  
\_\_\_\_\_ a. The same as we offer on individual municipality or school district proposals.  
\_\_\_\_\_ b. The same as we offer to government procurement organizations and state purchasing departments.  
\_\_\_\_\_ c. Better than we offer to purchasing government procurement organizations or state purchasing departments.  
(Your proposal will be considered “Non-Responsive” if this question is not answered.)
- 53) Do you offer quantity or volume discounts? \_\_\_\_\_ YES \_\_\_\_\_ NO Outline guidelines and program.
- 54) If applicable, Please detail the implementation and calculation for fuel surcharges
- 55) Identify the Proposer’s proposal for an administrative fee payable to NJPA for facilitation and promotion of the Contract opportunity invited here. This fee should be calculated as a percentage of Contract sales.

---

**Authorized Signature** (Same signature as on Proposal Affidavit Signature and Acceptance Form)

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## Form B

### PROPOSER INFORMATION

Company Name: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Web site: \_\_\_\_\_

VOIDS sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

### COMPANY PERSONNEL CONTACTS

Contract Manager:

\_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_



**Proposal Offering  
And Acceptance and Award  
RFP #121511**

**FORM D**

EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES  
Proposal Offering (To be Completed Only by Proposer)

In compliance with the Request for proposal (RFP) for EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES, the undersigned warrants that I/we have examined the RFP and, being familiar with all the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby offer and agree to furnish the defined services/products in compliance with all terms, conditions of the RFP, any applicable amendments of RFP, and all Proposer's response documentation. Proposer further understands they are the sole offeror herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this offer is the sole responsibility of the Proposer.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature (ink only): \_\_\_\_\_  
(Name printed or typed)

**Contract Acceptance and Award (To be completed only by NJPA)**

Your proposal offering is hereby accepted and awarded. As the awarded Proposer, you are now bound to provide the defined goods and services contained in your proposal offering according to all terms, conditions, and pricing set forth in the RFP, any amendments to the RFP, and the Proposer's Response. The effective date of this Contract shall be \_\_\_\_\_, \_\_\_\_\_ and continue for four years AND which is subject to annual renewal at the option of both parties.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Awarded this \_\_\_\_\_ day of \_\_\_\_\_ **Contract Number # 121511**

NJPA Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_ **Contract Number # 121511**

**Form E**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any goods and services, all applicable licenses necessary for such delivery, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract, and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to RFP which tends to, or does, lessen or destroy free competition in the letting of the Contract sought for by RFP, and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract, and
4. Neither I, the Proposer, nor, any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985, and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal, and
6. If awarded a contract, the Proposer will provide the services/products to qualifying members of the NJPA in accordance with the terms, conditions, scope of RFP, Proposer offered specifications and other documents of this solicitation, and
7. The undersigned, being familiar with expectations and specifications request outlined in this RFP under consideration, hereby proposes to deliver through valid service request, Enrollment/election forms or forms for NJPA Members per RFP, only new, unused and first quality services/services and products to designated NJPA Members, and
8. The Proposer has carefully checked the accuracy of all items and listed total price per item in this proposal. In addition, the Proposer accepts all general terms and conditions of RFP, including all responsibilities of commitment and delivery of services as outlined, and
9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding RFP, and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders, and

11. If Proposer has more than 40 employees in the state in which their principal place of business is located, Proposer hereby certifies their compliance with federal affirmative action requirements.
12. Proposer certifies they have disclosed all rebates, re-imbursements, cost reductions and any other sources of revenue to the Proposer, or organization known to Proposer, relating to the goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 121511.
13. Proposer certifies they will continue to disclose new sources of rebates, re-imbursements, marketing fees, cost reductions, and any other source of revenue to the Proposer, or organization known to Proposer, relating to goods and services contemplated for procurement by NJPA and NJPA Members associated with NJPA RFP 121511 during the term of any contract awarded pursuant to this RFP.

Company Name: \_\_\_\_\_

Contact Person for Questions: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Must be individual who is responsible for filling out this Proposer's Response form)

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

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (typed): \_\_\_\_\_

Title: \_\_\_\_\_

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

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ the day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Signature: \_\_\_\_\_

**Form G.**

**OVERALL EVALUATION AND CRITERIA**

In accordance with accepted standards of competitive sealed proposal awards as set forth in the Minnesota Procurement Code, competitive sealed proposals/awards will be made to responsible Proposer s whose proposals are determined in writing to be responsive and also be the most advantageous to NJPA and its NJPA Members. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set for “Proposer Responsiveness.” A proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

Evaluation for: \_\_\_\_\_

For the Proposal Subject **EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES**

The evaluation criteria for this solicitation, **not** arranged in order of importance:

	Available Points	Points Awarded
Conformance to terms and conditions to include documentation	50	
Pricing	350	
Industry and Marketplace Success	50	
Proposer's Ability to Sell and Service Contract Nationally	125	
Proposers Marketing Plan	100	
Value Added Attributes	50	
Liability Insurance Limits.	25	
Other Cooperative Procurement Contracts Held.	50	
Selection and Variety of Products and Services Offered	200	
Total Points	1000	0
Bonus Points awarded for:		
Bidders "Green" characteristics	50	
Bidders WBME or SBE characteristics	50	
Overall Evaluation Points	1100	0

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_

\_\_\_\_\_ Its \_\_\_\_\_

**FORM H**

**State Of Minnesota – Affirmative Action Certification**

**If your response to this solicitation is or could be in excess of \$100,000**, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. **It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the proposal or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). [If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to BOX C.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For those companies not described in BOX A**

Check below.

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_ Date \_\_\_\_\_

Authorized Signature: \_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For assistance with this form, contact:**  
Minnesota Department of Human Rights, Compliance Services Section  
Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101  
Web: www.humanrights.state.mn.us

TC Metro: (651) 296-5663  
Fax: (651) 296-9042  
Toll Free: 800-657-3704  
TTY: (651) 296-1283

**Form I**

**State of Minnesota — Immigration Status Certification**

By order of the Governor’s Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

<p>1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and</p>	
<p>2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the <i>E-Verify</i> program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.</p>	
<p><b>I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.</b></p>	
Name of Company: _____	Date: _____
Authorized Signature: _____	Telephone Number: _____
Printed Name: _____	Title: _____

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debaring the contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

Checklist for Bid response:

**Contents of your bid response:**

- **Original executed forms B, C, D, E, H, & I.**
- **Electronic submission of proposal forms A, B, C, D, E, H & I (CD or flash drive).**
- **Certificate of Insurance (demonstration of insurability)**

## Addendum 120811

To that certain  
RFP#121511  
Issued by

The National Joint Powers Alliance®  
For the procurement of:

EXPRESS COURIER, OVERNIGHT, GROUND DELIVERY LOGISTICS SERVICES.

### **Please read this solicitation to include the following:**

The date due for bids to be received for this solicitation will be changed from Wednesday December 14, 2011, to Wednesday January 11, 2012 at 8:00AM Central Time.

The public opening of bids received to this solicitation will be changed from Thursday December 15, 2011 to Thursday January 12, 2011 at 8:00AM Central Time.

  
12-8-11

## Addendum 010612

To that certain  
RFP#121511  
Issued by  
The National Joint Powers Alliance®  
For the procurement of

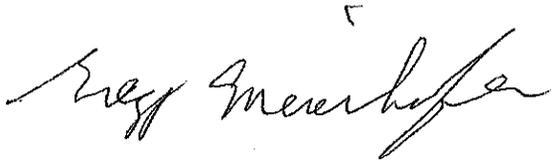
### **EXPRESS COURIER, OVERNIGHT, GORUND, DLIVERY LIGISTICS SERVICES**

Please consider the following an update to the above RFP:

The due date for responses to this solicitation shall be extended from January 11, 2012 at 4:30PM Central Time to January 25, 2012 at 4:30PM Central Time; and

The bid opening date for responses to this solicitation shall be extended from January 12, 2012 at 8:00AM Central Time to January 26, 2012 at 8:00AM Central Time.

This represents a second extension of due and opening dates.

 1-6-12

## Addendum 011012

To that certain

RFP#121511

Issued by

The National Joint Powers Alliance®

For the procurement of

### **EXPRESS COURIER, OVERNIGHT, GROUND, DELIVERY LOGISTICS SERVICES**

Please consider the following an update to the above RFP:

The due date for responses to this solicitation shall be extended from January 25, 2012 at 4:30PM Central Time to February 9, 2012 at 4:30PM Central Time; and

The bid opening date for responses to this solicitation shall be extended from January 26, 2012 at 8:00AM Central Time to February 10, 2012 at 8:00AM Central Time.

This represents a second extension of due and opening dates.

I erred in the preparation of the earlier Addendum. This change corrects that error.

A handwritten signature in cursive script, appearing to read "Greg Weinberger".