STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

February 21, 2017

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Theresa Newman
STATE CONTRACT PROCUREMENT OFFICER
302-857-4552

SUBJECT: **AWARD NOTICE – Addendum #2 – Updating UPS Contact Info. Effective June 03, 2019**
CONTRACT NO. GSS16413-DOCUMENT_SRVC
PACKAGE DELIVERY SERVICES

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

Under Title 29 §6933, The State of Delaware is authorized to participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of materiel or nonprofessional services with 1 or more public procurement units either within the State or within another state in accordance with an agreement entered into between the participants.

A competitive bidding and selection process was conducted by NASPO ValuePoint (NVP). NASPO ValuePoint and the Contractor(s) established a contract for Small Package Delivery Services on November 28, 2016 (hereinafter, "Master Agreement").

2. CONTRACT PERIOD

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Each contractor's contract shall be valid from February 27, 2017 through November 27, 2021. Each contract may be renewed per the extension of the NASPO ValuePoint Master Agreement #MA065, and through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

3. VENDORS

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Contract # GSS16413-DOCUMENT_SRVCV03 State of Utah Contract Number: MA065 FSF Vendor ID: 0000022083 **UPS,** United Parcel Service, Inc. Cooperative Contract Representative: United Parcel Service, Inc. Attn: Matthew Bracken 316 Pennsylvania Avenue, SE, Suite 500 Washington, DC 20003-1185 Phone: 240-694-8282 Email: mbracken@ups.com	**Contract # GSS16413-DOCUMENT_SRVCV02** State of Utah Contract Number: MA454 FSF Vendor ID: 0000033547 **FedEx** Corporate Services, Inc., as agent for Federal Express Corporation and FedEx Ground System, Inc . Attn: Gayle Gilbert 3650 Haxks Cross Road, Building E 3rd floor Memphis, TN 38125 Phone: 703-599-1580 Fax: 866-370-2491 Email: ggilbert@fedex.com

4. NEW ACCOUNT SET UP

UPS: To establish a new UPS account, please send an email to state@ups.com or Contact your assigned UPS representative listed in vendor contact information above.

FEDEX: To establish a new account please contact the assigned FedEx representative, listed in vendor contact information above.

5. DELIVERY AND PICKUP

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A. UPS:

1) The UPS service guide effective 12/26/2016 will apply through 12/30/2017. The service guide can also be accessed at www.ups.com. Agencies should trace shipments through this web site prior to calling UPS customer service, whenever possible.
2) To schedule a carrier pick-up, use UPS web-site or call 1-800-PICK-UPS.
3) Note: Additional charges apply to services such as dangerous goods shipments and are applied according to applicable sections of the UPS service guide under "Service Restrictions". Users are encouraged to review the service guide and contract UPS with any questions prior to shipment.
4) Supplies can be ordered and are sent at no cost.
5) Dimensional weight: Dimensional weight is applicable on a per package or per shipment basis on all shipments per the UPS Service Guide.
6) Domestic shipments
   a) Time definite delivery of documents and packages door-to-door to every street address in the continental U.S., Hawaii and Puerto Rico. See service guide for specific application to points served for both express (air) and ground service.
   b) UPS Next Day Air: Next business day by 10:30AM, 12:00PM or end of day, depending on destination. To all 50 states and Puerto Rico.
   c) UPS Next Day Air Saver: Next business day by 3:00Pm or 4:30PM to commercial destinations where UPS Next Day Air delivery is committed by 10:30AM or 12:00pm, respectively. Shipments to residential locations within the UPS Next Day Air Saver area are delivered by end of day. Not available to destinations where UPS Next Day Air in committed by end of day.
   d) UPS 2nd Day Air A.M.: Delivery by 10:30AM or 12:00PM on second business day to metropolitan commercial destinations. 48 contiguous states where UPS Next Day Air delivery is committed by 10:30AM or 12:00PM, respectively. Not available to destinations where UPS Next Day Air delivery is committed by end of day. Not available to residential destinations.
   e) UPS 2nd Day Air: Delivery by end of second business day to all 50 states and Puerto Rico.
   f) UPS Ground Shipments: Delivery time 1-5 business days. Available to every business throughout the U.S. and Puerto Rico. Also available to every residential address throughout the 50 states.
7) International Shipments
   a) Rates cover inbound and outbound international shipments.
   b) UPS tracks the status of each shipment from pick-up to final destination.

B. FEDEX:

1) See FedEx Service Guide: http://images.fedex.com/us/services/pdf/Service_Guide_2017.pdf

6. PRICING

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See below links for pricing:

UPS - Exclusive MBG Rate Charts
UPS - Multiple MBG Rate Charts

FedEx - Multi no MBG 2016 Rates
FedEx - Single plus MBG 2016 Rates

Prices will remain firm for the term of the contract.

Note: A fuel surcharge will be added to all shipments and capped at 7% for all services on this contract.

Pricing charts are available on the NASPO ValuePoint website and also posted with this award notice.
http://www.naspovaluepoint.org/#/contract-details/78/contractors

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS16413-DOCUMENT_SRVC on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page as well as the NASPO ValuePoint Website:
http://www.naspovaluepoint.org/#/contract-details/78/contractor/442

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.

b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an

unfavorable rating in the execution of the awarded contract.

d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. http://gss.omb.delaware.gov/divisionwide/forms.shtml.