



The State of Utah
Division of Purchasing and General Purposes

In conjunction with



Request for Proposal

Utah Solicitation Number CH21-36

**NASPO ValuePoint Master Agreement for
Small Package Delivery Services**

March 12, 2021

Table of Contents

RFP Administrative Information

Section 1	General Information
Section 2	Solicitation Requirements, Information and Instructions to Offerors
Section 3	Evaluation and Award
Section 4	Administrative and Technical Response Requirements
Attachment A	NASPO ValuePoint Master Agreement Terms and Conditions
Attachment B	Scope of Work
Attachment C	Cost Proposal
Attachment D	RFP Evaluation Scoresheet
Attachments E – EE	Lead State and Additional Participating States' Terms and Conditions

RFP Administrative Information

RFP Title:	Small Package Delivery Services
RFP Project Description: (See Section 1.1)	The State of Utah in conjunction with NASPO ValuePoint, is seeking Contractor(s) to provide Small Package Delivery Services.
RFP Lead: (See Section 1.2)	Cherilyn Hess State Contract Analyst 4315 South 2700 West, Floor 3 Taylorsville, UT 84129-21280 (801) 957-7133 chess@utah.gov
Electronic Submission: (See Section 2.10)	Proposals must be submitted electronically via U3P (the Utah Public Procurement Place) here: https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah Hard copy submissions will not be accepted. From the U3P link type "CH21-36" into the search bar, and click the search icon. The "Small Package Delivery Services" posting will appear.
Deadline To Receive Questions: (See Sections 1.3 and 2.1)	April 12, 2021 at 2:00 PM MT
Question & Answers: (See Section 2.1)	All questions, including those about Terms and Conditions, must be submitted through U3P. Questions must be submitted by the question deadline date
RFP Closing Date: (See Section 1.3)	April 21, 2021
RFP Closing Time: (See Section 1.3)	2:00 PM MT
Initial Term of Contract and Renewals: (See Attachment A, Section 3)	The contract(s) resulting from this RFP will be for FIVE (5) years.
TAKE NOTE OF THE 0.25% NASPO VALUEPOINT ADMINISTRATIVE FEE DETAILED IN SECTION 6 OF THE NASPO VALUEPOINT STANDARD TERMS AND CONDITIONS, WHICH MUST BE INCORPORATED INTO YOUR BASE PRICE. OTHER STATES MAY NEGOTIATE ADDITIONAL ADMINISTRATIVE FEES IN THEIR PARTICIPATING ADDENDA FOLLOWING AWARD OF A MASTER AGREEMENT.	

REQUEST FOR PROPOSAL

Small Package Delivery Services

Solicitation #CH21-36

Section 1: NASPO ValuePoint Solicitation - General Information

1.1. Purpose

The State of Utah, Division of Purchasing and General Services is requesting proposals for Small Package Delivery Services in collaboration with NASPO ValuePoint. The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors to provide Small Package Delivery Services for all Participating States and other eligible entities. The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval by the applicable state's chief procurement official and compliance with local statutory and regulatory provisions. The contract(s) resulting from this RFP will be for FIVE (5) years.

It is anticipated that this RFP may result in Master Agreement awards to multiple contractors, in the Lead State's discretion.

The methodology or formula that will be used to determine the number of contract awards is: Any offeror that receives a combined total score of 65% of all available points will be offered a contract. There are 1600 technical points available and 400 cost points for each region. Thus, any vendor that complies with the requirement of this RFP and achieves a minimum score of 1300 out of 2000 total points (technical + cost) will receive a contract for each region.

This RFP is designed to provide interested Offerors with sufficient information to submit proposals meeting minimum requirements, but is not intended to limit a proposal's content or exclude any relevant or essential data. Offerors are encouraged to expand upon the specifications to add service and value consistent with state requirements.

This RFP will result in awards that will replace the expiring Master Agreement held by the State of Utah and NASPO ValuePoint.

While the primary purpose of this solicitation is to select an Offeror(s) who can offer the Products or Services for all members participating in the NASPO ValuePoint Cooperative Purchasing Program, Offerors are permitted to submit a Proposal on more

limited geographical areas, but not less than for a single State. Offerors must clearly describe the geographical limits (e.g. by State name) if proposing a geographical area less than that of all member States. However, if an Offeror elects to submit a Proposal for a single State then the Offeror must be willing to supply the entire State and will only be allowed to add states within a Region they have been awarded.

The Lead State/Sourcing Team, with the assistance as deemed advisable of the relevant Participating State (or relevant group of Participating States), may evaluate and select an Offeror for award in more limited geographical areas (e.g. a single state) where judged to be in the best interests of the State or States involved.

1.2. Lead State, Solicitation Number and Lead State Contract Administrator

The State of Utah, Division of Purchasing and General Services is the Lead State and issuing office for this document and all subsequent addenda relating to it. The reference number for the transaction is Solicitation #CH21-36. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

The Lead State Contract Administrator identified below is the Single Point of Contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, changes, clarifications, and protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator designated by the State of Utah, Division of Purchasing and General Services is:

Cherilyn Hess
State Contract Analyst
4315 South 2700 West, Floor 3
Taylorsville, UT 84129-21280
(801) 957-7133
chess@utah.gov

1.3 Schedule of Events

Sourcing Team Note: The NASPO ValuePoint Standard for RFP Publication is a minimum of 40 days

The Lead State will tailor the schedule of events to refer to significant events. Identify specific time zone for Lead State.

Make sure times are included for events where there are legal implications, e.g. receipt of proposals.

Solicitation Release:	March 12, 2021
Pre-Proposal Conference:	N/A
Question Deadline:	April 12, 2021 at 2:00 PM MT
Closing Date and Time:	April 21, 2021 at 2:00 PM MT
Anticipated Award Date:	May 31, 2021

All times are Mountain Time unless indicated otherwise.

1.4. Definitions

The following definitions apply to this solicitation, as well as those definitions set forth in Section 2 of Attachment A, NASPO ValuePoint Master Agreement Terms and Conditions.

Lead State means the State centrally administering any resulting Master Agreement(s).
Offeror means the company or firm who submits a proposal in response to this Request for Proposal.

Proposer has the same meaning as Offeror.

Proposal means the official written response submitted by an Offeror in response to this Request for Proposal.

Request for Proposal or "RFP" means the entire solicitation document, including all parts, sections, exhibits, attachments, and Addenda.

Sourcing Team means the multistate group of subject matter experts, drafters, and evaluators that work with the Lead State to create, administer, and evaluate this RFP.

1.5. NASPO ValuePoint Background Information

NASPO ValuePoint is the cooperative contracting arm of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia, and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and Political Subdivisions (i.e. colleges, school districts, counties, cities etc.) and other eligible entities (i.e. Non-Profit Organizations, etc.) for all States, the District of Columbia, and territories of the United States. For more information, consult the NASPO website (<http://www.naspo.org>) and the NASPO ValuePoint website (<http://www.naspovaluepoint.org>).

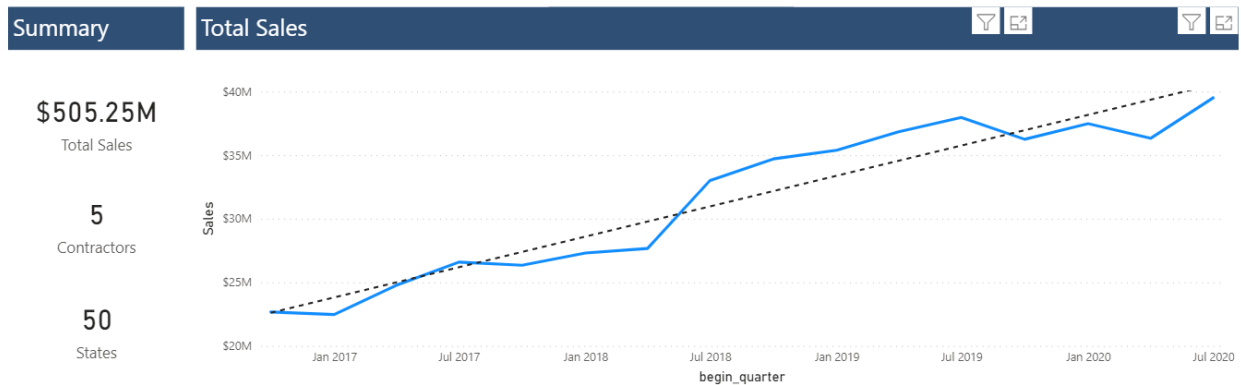
1.6. Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alaska, Arizona, California, Colorado, Delaware, Florida, Hawaii, Idaho, Louisiana, Maryland, Montana, Nevada, New Mexico, Ohio, Oregon, Pennsylvania, Rhode Island, South Dakota, Tennessee, Texas, Utah, Vermont and Virginia. Other entities may become Participating Entities after award of the Master Agreement. Some

States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Master Agreement. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in Attachments E - EE.

1.7. Anticipated Usage

Below contains the historical usage data from the previous contract and anticipated usage from additional states who have indicated an interest in participating. No minimum or maximum level of sales volume is guaranteed or implied.



Section 2: Solicitation Requirements, Information and Instructions to Offerors

2.1 RFP Question and Answer Process

All questions, including those about Terms and Conditions, must be submitted through U3P. Question must be submitted by the question deadline date and time shown in Section 1.3 (Schedule of Events). Answers will be given via the U3P site as soon as possible. Please refer back to the RFP Administrative Information page for additional information on how to access U3P.

The Lead State may refuse to answer questions received after the Question/Answer deadline.

The Question and Answer period closes on date and time specified on U3P. All questions must be submitted through U3P during the Question and Answer period. Answers from the State will be posted on U3P. Questions may include notifying the State of any ambiguity, inconsistency, scope exception, excessively restrictive requirement, or other errors in this RFP. Questions are encouraged.

Questions may be answered individually or may be compiled into one document.

Questions may also be answered via an addendum. An answered question or an addendum may modify the specification or requirements of this RFP. Answered questions and addenda will be posted on U3P. Offerors should periodically check U3P for answered questions and addenda before the closing date. It is the responsibility of the Offerors to submit their proposals as required by this RFP, including any requirements contained in an answered question and/or addenda.

The identity of potential Offerors will not be published with the answers, but the text of questions will be restated, so Offerors are cautioned about including context in questions that may reveal the source of questions.

2.2 RFP Addenda

Formal changes to this RFP including but not limited to contractual terms and procurement requirements shall only be changed via formal written addenda issued by the Lead State.

Offerors are encouraged to review this RFP prior to the deadline to submit a proposal, even if a proposal has been submitted, in case an addendum has been issued by the issuing procurement unit.

Addenda shall be published within a reasonable time prior to the deadline that proposals are due, to allow prospective offerors to consider the addenda in preparing proposals. Publication at least 5 calendar days prior to the deadline that proposals are due shall be deemed a reasonable time. Minor addenda and urgent circumstances may require a shorter period of time. After the due date and time for submitting a proposal to this RFP, at the discretion of issuing procurement unit, addenda to this RFP may be limited to Offerors that have submitted proposals, provided the addenda does not make a substantial change to this RFP.

2.3 Reserved

2.4 Proposal Due Date

Proposals must be received by the posted Closing date and time as described in the Schedule of Events in Section 1.3 of this RFP. Proposals received after the deadline will be late and rejected.

If your time is different from that shown, your profile may be set to a different time zone. Please see the attachment titled "Changing Your Time Zone" in the Buyer Attachments section for directions on how to update your profile. It is your responsibility to make sure you submit your response by the date and time indicated above.

When submitting a proposal or modification to a proposal electronically, Offerors must allow sufficient time to complete the online forms and upload documents. This RFP will close at the closing time posted on U3P. If an Offeror is in the middle of uploading a

proposal when the closing time arrives, U3P will stop the process and the proposal or modification to a proposal will not be accepted.

It is the Offeror's responsibility to ensure that they have completed all requirements, read and reviewed all documents, submitted all required information, uploaded all required forms, and submitted their proposal prior to the closing time. Even if an Offeror completes all sections, but does not submit their proposal, the State of Utah Division of Purchasing will not be able to receive their proposal and they will be deemed non-responsive.

Be aware that entering information and uploading documents onto U3P may take time. Offerors should not wait until the last minute to submit a proposal. Offerors are strongly encouraged to start the submission process early in order to allow sufficient time for completing their proposal. If an offeror is still working on its proposal when the solicitation closes then when the screen refreshes to the next page, it will receive a 500 Session Timed Out Application Error. After reopening the solicitation an offeror will see that the solicitation is closed and it will not be allowed to submit its proposal. As such, it is strongly recommended that proposals be uploaded and completed at least two days before any established deadline in the solicitation so that a proposal will not be received late and be ineligible for award consideration.

Offeror acknowledges that after completing their response they must click on the link in the left hand menu bar labeled "Review & Submit", then check the box under the "Certification" heading to certify their response. Then click the blue box labeled "Submit Response" in order to submit their response.

Once the response has been submitted, Vendor will receive a confirmation that the response was successfully submitted. Vendors who fail to submit their response will not have their response reviewed and will be ineligible for further consideration under this solicitation.

2.5 Cancellation of Procurement

This RFP may be canceled at any time prior to award of the Master Agreement(s) if the Lead State determines such action to be in the collective best interests of Participating States.

2.6 Governing Laws and Regulations

This procurement is conducted by the Lead State Division of Purchasing and General Services, in accordance with the State of Utah's Procurement Code. These are available at <https://purchasing.utah.gov/>.

This procurement shall be governed by the regulations and laws of the Lead State. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Utah. The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Master Agreement Terms and Conditions in Attachment A.

2.7 Firm Offers

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

All prices and rates must be guaranteed for one year. Following the initial one year period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

The Offeror must request the increase from the Lead State. The Lead State will review each rate increase submission and the Lead State may, utilize the PPI and CPI to reject, approve, or negotiate rate increases.

2.8 Right to Accept All or Portion of Proposal

Unless otherwise specified in the solicitation, the Lead State may accept any item or combination of items as specified in the solicitation or of any proposal unless the Offeror expressly restricts an item or combination of items in its Proposal and conditions its response on receiving all items for which it provided a proposal. In the event that the Offeror so restricts its Proposal, the Lead State may consider the Offeror's restriction and evaluate whether the award on such basis will result in the best value to the Lead State and NASPO ValuePoint members. The Lead State may otherwise determine at its sole discretion that such restriction is non-responsive and renders the Offeror ineligible for further evaluation.

2.9 Proposal Content and Format Requirements

Proposals must be detailed and concise. Each Proposal must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP and must include a point-by-point response, structured in form and reference to the RFP, addressing all requirements and the Scope of Work elements.

2.10 Proposal Submission Instructions

By submitting a proposal to this RFP, the Offeror acknowledges and agrees that the requirements, scope of work, and the evaluation process outlined in this RFP are understood, fair, equitable, and are not unduly restrictive. Any exceptions to the content of this RFP must be addressed within the Q&A period. The Offeror further acknowledges that it has read this RFP. More information regarding submittal requirements are provided within the RFP documents.

All costs incurred by an Offeror in the preparation and submission of a proposal, including any costs incurred during interviews, oral presentations, and/or product demonstrations are the responsibility of the Offeror and will not be reimbursed.

The cost proposal will be evaluated independently from the technical proposal, pursuant to Utah Code Annotated (UCA) § 63G-6a Part 7, and as such, **must** be submitted separate from the technical proposal. Separate, for the purposes of this solicitation, means that a separate document is submitted with the labeling instructions provided in this RFP document. Failure to submit cost or pricing data separately may result in your proposal being judged as non-responsive and ineligible for contract award. For electronic submissions, submitting the cost schedule as a separate document is considered separate.

Proposals must be received by the posted due date and time posted on U3P (“deadline”). Proposals received after the deadline will be late and ineligible for consideration.

Proposals shall be submitted electronically through U3P. We will not accept proposals submitted through any other means. For ease in distributing proposals for evaluation we must have electronic copies received through U3P only.

Proposals must be submitted electronically via U3P (the Utah Public Procurement Place) here:

<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

Hard copy submissions will not be accepted.

From the U3P link type “CH21-36” into the search bar, and click the search icon. The “Small Package Delivery Services” posting will appear.

2.11 Required Format

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

1. **Executive Summary.** The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary.
2. **Technical Response.** This section should constitute the Technical response of the proposal and must contain at least the following information:
 - A. A complete narrative of the Offeror's assessment of the work to be performed, the Offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.
 - B. A specific point-by-point response, in the order listed, to each requirement in the Section 3.3, Technical Criteria.
3. **Confidential, Protected or Proprietary Information.** All confidential, protected or proprietary Information must be included in this section of proposal response.

Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing the Lead State to the specific area of this protected Information section.

4. **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Please enumerate all costs in Attachment C, Cost Proposal.

Pursuant to Utah Code Annotated (UCA) § 63G-6a-707(7), the cost proposal will be evaluated independently from the technical proposal; and as such, **must** be submitted separately from the technical proposal. Offerors must not include costs or pricing data in their responses to the Mandatory Minimum Requirements and the Technical Response.

Offeror must upload a completed Attachment C, Cost Proposal, in the Question Section of U3P. If an offeror fails to upload a completed cost proposal form, then its proposal will be considered non-responsive and the proposal will be rejected.

Failure to submit cost or pricing data separately will result in your proposal being judged as non-responsive and ineligible for contract award.

2.12 Ownership or Disposition of Proposals and other Materials submitted

Offerors may be required to submit product samples to assist the chief procurement officer or head of a procurement unit with independent procurement authority in evaluating whether a procurement item meets the specifications and other requirements set forth in the request for proposals. Product samples must be furnished free of charge unless otherwise stated in the request for proposals, and if not destroyed by testing, will upon written request within any deadline stated in the request for proposals, be returned at the Offeror's expense. Samples must be labeled or otherwise identified as specified in the request for proposals by the procurement unit.

2.13 Confidential or Proprietary Information

Offerors may request that part of its proposal be protected by submitting a Claim of Business Confidentiality Form. Form located in the Buyers Attachment Section of U3P.

Pricing may not be classified as confidential or protected and will be considered public information.

Process for Requesting Non-Disclosure: To protect information under a Claim of Business Confidentiality, an Offeror must complete the Claim of Business Confidentiality form, at the time the proposal is submitted, with the following information:

- Include a concise statement of reasons supporting the claim of business confidentiality (Subsection 63G-2-309(1)).
- Submit an electronic “redacted” (excluding protected information) copy of the proposal. Copy must clearly be marked “Redacted Version.”

The Claim of Business Confidentiality form may be accessed at:
<http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc>

An entire proposal cannot be identified as “**PROTECTED**”, “**CONFIDENTIAL**” or “**PROPRIETARY**”.

Redacted Copy: If an Offeror submits a proposal that contains information claimed to be confidential or protected, the Offeror **MUST** submit two separate proposals: one redacted version for public release, with all protected business confidential information either blacked-out or removed, clearly marked as "Redacted Version"; and one non-redacted version for evaluation purposes clearly marked as "Protected Business Confidential."

All materials submitted become the property of the State of Utah. Materials may be evaluated by anyone designated by the State as part of the evaluation committee. Materials submitted may be returned only at the State's option.

2.14 Offeror Exceptions to Terms and Conditions

Offerors should identify or seek to clarify any problems with contract language or any other document contained within this RFP through their written inquiries about the RFP using the process in Section 2.1.

Exceptions and/or additions to Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions are strongly discouraged. However, any requested exceptions and/or additions to terms and conditions must be submitted as an answer to the corresponding question in the Question Section of this solicitation. Exceptions and/or additions submitted after the date and time for receipt of proposals will not be considered. Offerors may not submit requests for exceptions and/or additions by reference to a vendor's website or URL. URLs provided with a proposal may result in that proposal being rejected as non-responsive. Offerors may submit questions during the Question and Answer period regarding the Standard Terms and Conditions.

The Lead State (and its sourcing team) may refuse to negotiate exceptions and/or additions that are determined to be excessive; that are inconsistent with similar contracts of the procurement unit; to warranties, insurance, or indemnification provisions that are necessary to protect the procurement unit after consultation with the applicable legal counsel; where the solicitation specifically prohibits exceptions and/or additions; or that are not in the best interest NASPO and participating states.

In a multiple award, the State reserves the right to negotiate exceptions and/or additions to terms and conditions in a manner resulting in expeditious resolutions. This process may include beginning negotiations with the Offeror having the least amount of exceptions and/or additions and concluding with the Offeror submitting the greatest number of exceptions and/or additions. Contracts may be executed and become effective as negotiations are completed.

For any proposed change(s), Offeror must provide the NASPO's Attachment A: Terms and Conditions for this solicitation in Microsoft Word format with redline edits. Additional terms or documents must be submitted in separate Microsoft Word documents. Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in legal negotiations.

Any mandatory required acceptance of an Offeror's terms and conditions may result in the proposal being determined to be non-responsive.

An award resulting from this RFP is subject to successful contract terms and conditions negotiation (if required). The Lead State may reject a proposal if the offeror who submitted the proposal fails to sign a contract within 90 days after the contract award.

2.15 Certification of Non-Debarment

The Offeror certifies that neither the Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Offeror cannot certify this statement, attach a written explanation for review by the Lead State.

2.16 Interviews and Presentations

If it is determined to be in the best interest of the Conducting Procurement Unit, interviews and presentations may be held at the option of the State.

The State shall establish a date and time for the interviews or presentations and shall notify eligible Offerors of the procedures. Offerors invited to interviews or presentations shall be limited to those Offerors meeting the minimum requirements and minimum technical score threshold specified in the RFP. Representations made by an Offeror during interviews or presentations shall become an addendum to the Offeror's proposal and shall be documented. Representations must be consistent with the Offeror's original proposal and may only be used for purposes of clarifying or filling in gaps in the Offeror's proposal. Interviews and presentations will be at the Offeror's expense.

Section 3: Evaluation and Award

3.1 Reserved

3.2 Mandatory Minimum Requirements

The following mandatory minimum requirements must be met in order for a proposal to be considered responsive:

1. Offeror confirms in the Question Section of U3P that they have firm fixed rates. The Offeror must request any increase to the Lead State. The Lead State will review each rate increase submission and the Lead State may, utilize the PPI and CPI to reject, approve, or negotiate rate increases. The awarded Offeror will be required to submit firm rate sheets before contracts are finalized. All prices and rates must be guaranteed for one year. Following the initial one year period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.
2. Offeror confirms in the Question Section of U3P that if a fuel surcharge will be applied, an express (air) and ground cap cannot exceed 7% for the full term of the Master Agreement. Offeror's must further certify that a fuel surcharge, if any, will be published on its website so that all Authorized Users can confirm the accuracy of invoices. Offeror must further certify that its website shall also provide historical fuel surcharge information. This section is only to be used to certify that the Offeror will not exceed the 7% cap for the full term of the Master Agreement, that it will publish the fuel surcharge, if any, on its website, and will provide historical fuel surcharge information on its website.
3. Offeror confirms in the Question Section of U3P the following regarding the exclusion of listed charges. A) The Offeror shall not propose or apply pick-up charges or weekly service in addition to the contracted rates due to aggregate NASPO ValuePoint volume anticipated. B) The Offeror shall not require a minimum number of packages per trip, per day, per week or per month.
4. Offeror must upload in the Question Section of U3P portal the Offeror's Carrier's Service Guide that would be in effect at the time of Master Agreement contract start date and be in effect for the first year of the Master Agreement with no changes in rates or charges during that time without the prior written approval of the NASPO ValuePoint Contract Administrator.
5. Offeror must upload in the Question Section of U3P their proposal that responds to the Technical Criteria outlined in Section 3.3 Technical Criteria.
6. Offeror must upload in the Question Section of U3P their completed Attachment C: Cost Proposal.

If it is determined that a proposal does not meet these requirements, at any time during the solicitation process, the proposal will be deemed non-responsive and disqualified from further consideration.

3.3 Technical Criteria

To determine which proposal provides the best value, the evaluation committee will

evaluate each responsive and responsible proposal that has not been disqualified or rejected using the subjective criteria listed below:

1. Qualification of Carriers – 270 Points Possible

- a. Offeror must attach a true, correct and complete copy of its operating permit (nationally or states offeror is submitting to) in their Proposal. The Authorized User and Carrier agree that each and every shipment tendered to Carrier under the Contract is a tender to the Carrier.
- b. Offeror shall provide represent and warrant that it is authorized pursuant to permits issued to transport shipments, as described in this Master Agreement in interstate and foreign commerce from, to, or between all points and places in the United States and international points and to lawfully furnish to the Authorized User all related services provided for herein.
- c. The Offeror shall certify that it agrees to immediately notify the Authorized User of any threatened or actual suspension or revocation of any such permit or operating authority during the course of any awarded price agreement.
- d. The Offeror shall represent and warrant that it has not, and during the term of this Master Agreement, will not request, pursuant to 49 U.S. C. Section 14501 (c) (B) (ii), to be subject to any law, regulation or provision that purports to create any right or obligation that is inconsistent with the provision of this Master Agreement.
- e. The Offeror must provide its calendar or fiscal year 2019 Operating Ratio (operating expenses divided by operating revenues multiplied by 100 give the percentage of the operating revenues which are required to pay the operating expenses, this being the operating ratio).
- f. The Offeror must provide its Shipment Claims Ratio for calendar or fiscal year 2019. The ratio shall be the ratio of claims for shipment loss or damage to total shipments for both express small package air and expedited ground service shipments.
- g. The Offeror shall provide the following information specific to the Offeror's company:
 1. Company's full legal name;
 2. Primary business address;
 3. Description of company ownership structure;
 4. Number of employees;
 5. Website address; and
 6. Sales contact information.

2. Ability to Meet the Scope of Work – 270 Points Possible

- a. Offeror to respond to the seven points listed in Attachment B: Scope and describe in detail their ability to meet or execute those points to this technical criteria.

3. Prior Experience – 195 Points Possible

- a. Offeror must submit a list of states where they have done business in the last twelve (12) months along with Account point of contact information for each state/area. This includes their name, phone number and email. The State reserves the right to reach out to any state and collect past performance information that can be used to evaluate past performance.
- b. Offeror shall demonstrate an established, successful track record of past performance in duties and responsibilities related to domestic and if applicable international transportation services specified herein. This can be established by providing a copy of reports such as a Carrier annual report, report to Surface Transportation Board, or balance sheets and income and expense statements.
- c. Offeror shall provide documentation of on time and late delivery performance for express small package air and small parcel ground services for the past twelve (12) months.

4. Dispute Resolution – 195 Points Possible

- a. Package Security
 - i. Describe the procedures in place to ensure packages are secure and tracked during transport. Explain a situation where the package being shipped needs special handling due to the contents being shipped. How did the Offerors' policies, driver training, customer service all assist in that process? If there were challenges explain those too.
 - ii. Offeror shall demonstrate how sensitive packages are kept secure and are delivered properly and timely.
- b. Security Protocols
 - i. Offeror shall provide all security protocols followed and how they shall conform to security protocols by State Agencies.
 - ii. Describe the security protocols in place if a package or a driver runs in to a Security issue, i.e., the package is an issue or any other scenario.
- c. Offeror to describe how they handle issues and disputes.
 - i. Offeror shall provide a 24/7 customer service center and escalation contacts for States. Offeror shall detail how users would dispute and/or submit a complaint to customer service.
 - ii. Offeror to describe how they handle issues and disputes with customers including billing issues.

5. Handling State Emergencies – 195 Points Possible

- a. Describe how the Offeror's company has responded to any state that had a specific emergency or if an emergency has affected the nation. Include an example that includes but not limited to when the Offeror's company needed to adjust operations to accommodate a need, how communications with the customer worked, some challenges that were worked through and how well the outcome was for the Offeror and the end user.
- b. Offeror shall agree to provide next day pick up/shipping on any pick ups or deliveries on packages deemed critically necessary to meet the needs and demands of declared State emergencies.

- c. Offeror shall agree to provide a dedicated point of contact to assist State emergency contact persons in determining the best shipping method and any additional shipping requirements needed for being shipped.
- d. Offeror shall work alongside State emergency contact persons to provide any needed reports for Federal Emergency Management Agency reporting requirements.

6. Data Security – 125 Points Possible

- a. Offeror shall describe in detail what measures are taken to protect sensitive customer information.
- b. Demonstrate the data security policies in place if data was breached. How is the customer notified and if the customer finds a breach, how do they notify the Offeror?
- c. 'Click-through' or Terms of Use Agreement
If access to the Offerors' system or partnering system requires users to agree to Terms of Use or similar 'Click-Through' style agreements, copies of those agreements must be included in the RFP response.

7. Drop Boxes and Shipping Supplies – 100 Points Possible

- a. Offerors must agree to place package collection receptacles in convenient locations within Participating States and describe other centralized package collection procedures available. Collection receptacles must be of sufficient size to contain 8 ½" x 11" sheets of paper, without folding, up to the weight limit for various categories. The Offeror shall provide express pack boxes and express tubes to Participating States at no cost. The Offeror shall provide requested materials and supplies within 48 hours of request, except for pre-printed shipping forms. Pre-printed shipping forms are the Offeror's shipping forms pre-printed with an Authorized User's address and billing information. Note: Any pre-printed Terms and Conditions on any Offeror forms, which are inconsistent with the Terms and Conditions of the Master Agreement and any Participating Addendum are rejected and do not modify, change or replace the Terms and Conditions of this Master Agreement or subsequent Participating Addenda.
- b. Offeror must agree to place receptacles in convenient locations within Participating States and describe other centralized collection procedures available. Containers must be of sufficient size to contain 8 ½" x 11" sheets of paper, without folding, up to the weight limit for various categories. The Carrier shall provide express pack boxes and express tubes to Participating States at no cost. Carrier shall provide requested materials and supplies within 48 hours of request, except for pre-printed shipping forms. Pre-printed shipping forms are Carrier's shipping forms pre-printed with users address and billing information. Note: Any pre-printed terms and conditions on any Carrier forms, which are inconsistent with the terms and conditions of the Master Agreement and any Participating Addendum are rejected and do not modify, change or replace the terms and conditions of this Master Agreement or subsequent Participating Addenda.
- c. The Offeror shall, at no additional charge, provide Authorized Users with label printers, labels, etc. or the ability to print labels that are required to prepare

articles for shipment. The Offeror shall describe its program for providing such printers, including its lease terms and conditions or the ability to print labels.

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

8. Marketing Plan – 100 Points Possible

- a. Offerors shall provide a marketing plan explaining how an Offeror will market its relationship with NASPO ValuePoint, the Lead State, and Participating Entities in future marketing material and campaigns. The NASPO ValuePoint Master Agreement Terms and Conditions include program provisions governing participation in the cooperative, reporting and payment of administrative fees, and marketing/education relating to the NASPO ValuePoint cooperative procurement program. In this regard, the Offeror should address the following:
 - b. Briefly describe how the Offeror intends to promote the use of the Master Agreement.
 - c. Knowing that state procurement officials (CPO) must permit use of the Master Agreement in their state, how will you integrate the CPO's permission into your plan for promoting the agreement?
 - d. Public entities are sensitive to "scope" issues, whether performance is within the intended scope of the solicitation as awarded. In the context of the Offeror's method of promoting Master Agreements of this nature, how would the Offeror clarify any questions regarding the scope of the Master Agreement with respect to any potential order?
 - e. How will the Offeror's company manage due dates for administrative fee payments and usage reports?
 - f. Offeror to describe report customizations they can provide.
 - g. Through its Cooperative Development Coordinators and Education & Outreach team, NASPO ValuePoint assists Lead States by engaging vendors in strategies aimed at promoting master agreements. The Offeror should describe the opportunities and/or challenges you as an Offeror see in working with NASPO ValuePoint staff in this way.

9. Green Transportation Plan – 75 Points Possible

- a. The Offeror shall outline its green transportation plan.
- b. Offeror must describe what green transportation plans the Offeror has in place and any future plans.
- c. Offeror shall describe in detail how it will meet the scope of work provided below:
 - i. The scope of this RFP includes US domestic and international door-to-door express small package air services covering interstate, intrastate and international service. This RFP will cover both inbound and outbound shipments. Outbound shipments will move prepaid and inbound shipments will ship collect for each Participating State. Domestic expedited ground parcel shipments will also ship outbound prepaid and inbound collect by each participating state. Domestic shipment service includes the contiguous 48 states, Alaska, Hawaii, American Virgin Islands, and Puerto Rico, for both commercial and residential shipments.
 - ii. Offerors desiring to offer intrastate ground or other related services for a specific state only must clearly designate each rate table and schedule of rates and charges accordingly. Those rates and service must apply to all points and places within the designated state and Offeror must document its ability to provide statewide pick-up and delivery service in its Proposal.
 - iii. The scope of work for this RFP only includes small package delivery and does not include courier services, LTL freight or freight.

10. Point of Contact – 75 Points Possible

- a. General Point of Contact: Carrier must provide the name of the person who will work with the NASPO ValuePoint Contract Administrator during the term of the Master Agreement. This person must be authorized to coordinate with other Offeror representatives in each Participating State to ensure an efficient implementation of the Master Price Agreement. These representatives will be able to quickly assign agency account numbers and insure the NASPO ValuePoint contract rates are attached accordingly. Offeror must describe the process required to obtain agency account numbers and Offeror personnel assigned must have full knowledge of the NASPO ValuePoint Master Agreement. Offeror shall provide to each Participating State the name, address and telephone number of such person and shall keep this information current at all times. Should contact with such person require long distance calls, Offeror will provide a toll free number to be used during normal business hours.
- b. Problem Resolution Contact: Offeror shall be available to Authorized Users via local or toll free phone number for normal problem resolution including but not limited to problems of shipment pickup, delivery, claims handling or incorrect billing. Requests for on-site problem resolution shall be on an as needed basis per request by the Authorized User. Offeror will not charge any travel costs to the Authorized User if on-site resolution is requested. Offeror shall respond to the on-site problem resolution within 24 hours of Authorized User's request. Offeror to describe the escalation process.

- c. Offerors shall have trained personnel that can research and maintain a quality assurance program through tracking and monitoring deliveries. Offerors must describe its ongoing quality control program along with how often staff is trained in protocols for quality control.
- d. Offerors describe security measures in place such as having uniformed personnel, with carrier identification, vehicles that have the Carrier's name on the side and can follow security procedures required by Authorized Users. Describe how Authorized Users can confirm the identity of Carrier staff and escalation procedures.
- e. Describe the training and pick up procedures for drivers, processing staff, and delivery staff. At a minimum, Offeror must have trained personnel that can research and maintain a quality assurance program through tracking and monitoring deliveries.

3.4 Evaluation Process

All proposals in response to this RFP will be evaluated in a manner consistent with the Utah Procurement Code, Administrative Rules, policies and the evaluation criteria in this RFP. Offerors bear sole responsibility for the items included or not included within the proposal submitted by the Offeror. Each area of the evaluation criteria must be addressed in detail in the proposal.

Stage 1: Initial Review

In the initial phase of the evaluation process, the conducting procurement unit will review all proposals timely received. Non-responsive proposals not conforming to RFP requirements or unable to meet the mandatory minimum requirements will be eliminated from further consideration.

Stage 2: Technical Proposal Evaluation

Responsive proposals will then be evaluated by an evaluation committee appointed by the conducting procurement unit against the proposal evaluation criteria noted in this RFP. Proposals will be evaluated against the evaluation criteria as follows:

Evaluation Criteria	Possible Points
1. Qualification of Carriers	270
2. Ability to Meet Scope of Work	270
3. Prior Experience	195
4. Dispute Resolution	195
5. Handling State Emergencies	195
6. Data Security	125
7. Drop Boxes and Shipping Supplies	100
8. Marketing Plan	100
9. Green Transportation Plan	75
10. Point of Contact	75
Total Technical Criteria	1600

<i>Threshold to Move to Cost</i>	<i>1040</i>
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Offerors that achieve minimum score threshold of 1040 will proceed to the Final Stage: Cost Proposal Evaluation. Offerors with a score of less than the minimum required technical points will be deemed non-responsive and ineligible for further consideration.

The evaluation score sheet has been attached to this RFP. The attached evaluation score sheet states the relative weight that will be given to each evaluation criteria.

The evaluation committee, for this RFP, will tally the final scores for criteria other than cost to arrive at a consensus score by the following method: an average of the individual scores.

Final Stage: Cost Proposal Evaluation

Offerors successful in the technical evaluation will advance to the Final Stage: Cost Proposal Evaluation. The Offeror with the lowest total cost per scenario will receive the maximum points of 80 for each scenario. The maximum points for each region is 400 points. Points assigned to each Offeror’s cost proposal will be based on the lowest proposal price for each scenario that an Offeror submits a Cost Proposal for within that region.

The points assigned to each Offeror's cost proposal will be based on the lowest proposal price of each scenario. The Offeror with the lowest Proposed Price will receive 100% of the price points for that scenario. All other Offerors will receive a portion of the total cost points based on what percentage higher their Proposed Price is than the Lowest Proposed Price. An Offeror whose Proposed Price is more than double (200%) the Lowest Proposed Price will receive no points. The formula to compute the points is: $\text{Cost Points} \times (2 - \frac{\text{Proposed Price}}{\text{Lowest Proposed Price}})$.

3.5 Notice of Intent to Award

After a final selection(s) is made, the Lead State will issue an intent- to-award announcement on its electronic procurement system. Proposal files are public records and available for review at the offices of the Lead State by appointment.

3.6 Protest

Offerors are directed to Utah Code Part 16 and Utah Administrative Code Rule R16 available at https://le.utah.gov/xcode/Title63G/Chapter6A/63G-6a-P16.html?v=C63G-6a-P16_2016032820160328 and <https://rules.utah.gov/publicat/code/r033/r033-016.htm> for available protest processes.

3.7 Post Award Formalization of the Master Agreement

The Lead State reserves the right during contract negotiation of the Master Agreement to adjust terms and conditions that would not (in the Lead State’s judgment) have a material effect on price, schedule, scope of work, or risk to the Lead State and Participating States, with materiality defined in terms of the effect on the evaluation and award. The Lead State reserves the right to accept contract or pricing changes that are more favorable to the Lead State.

If no Master Agreement is reached with the apparent awardee(s), the Lead State may negotiate with other Offerors or elect to make no award under this RFP.

Section 4: Administrative and Technical Response Requirements

4.1 Insurance

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

4.2. NASPO ValuePoint Requirements

To be eligible for award, the Offeror agrees to comply with Sections 6 ((Administrative fees), Section 7 (NASPO ValuePoint Summary and Detailed Usage Reports), and Section 8 (NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Reviews) as specified in the NASPO ValuePoint Master Agreement Terms and Conditions.

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

Additional Agreement with NASPO: Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Reseller's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

4.4 Participating State Terms and Conditions

For informational purposes only, some Participating State specific Terms and Conditions are provided in Attachments E – EE (Lead State and Additional Participating States' Terms and Conditions) to this solicitation and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offeror shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.