

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000010331
United Parcel Service
PO Box 7247-0244
Philadelphia PA 19170-0001
USA

| | |
|---|---|
| Contract ID 0000000000000000000018570 | Page 1 of 5 |
| Contract Dates 11/15/2010 to 11/30/2017 | Origin CPS |
| Description: CPS-Small Package Delivery Ser | Contract Maximum \$9,999,999.00 |
| Buyer Name Berini,Brian Jon | Buyer Phone 802/828-2217 |
| Contract Status Approved | |

Phone #:

| Line # | Item ID | Item Desc | UOM | Unit Price | Max Qty | Max Amt |
|--------|---------|---|-----|------------|---------|---------|
| 1 | | UPS GROUND COMMERCIAL SERVICE | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (Ground) | | | | |
| 2 | | UPS NEXT DAY SERVICE | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (OVERNIGHT AIR A.M.) | | | | |
| 3 | | UPS NEXT DAY AIR SAVER SERVICE | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (OVERNIGHT AIR PM) | | | | |
| 4 | | UPS NEXT DAY EARLY A.M. SERVICE | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (OVERNIGHT A.M.). RATE APPLIED WILL BE UPS PUBLISHED RATE FOR NEXT DAY AIR SHIPMENTS AT THE TIME OF SHIPPING -PLUS- AN ADDITIONAL \$31.00 PER PACKAGE. THIS OVERNIGHT DELIVERY SERVICE WILL GUARANTEE DELIVERY THE NEXT BUSINESS DAY BY 8:00 AM TO MAJOR CITIES IN THE 48 CONTIGUOUS STATES. DELIVERY BY 9:00 AM THE NEXT BUSINESS DAY TO MOST OTHER CITIES, INCLUDING ANCHORAGE, ALASKA. | | | | |
| 5 | | UPS 2nd DAY AIR | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (2 DAY AIR). PACKAGES WILL BE DELIVERED BY THE END OF THE SECOND BUSINESS DAY. | | | | |
| 6 | | UPS MAIL INNOVATIONS FOR THE DEPARTMENT OF TOURISM AND MARKETING - DOMESTIC SHIPMENTS | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (UPS MAIL INNOVATIONS DOMESTIC) | | | | |
| 7 | | UPS MAIL INNOVATIONS FOR THE DEPARTMENT OF TOURISM AND MARKETING - INTERNATIONAL SHIPMENTS | EA | 0.01000 | 0.00 | 0.00 |
| | | SEE ATTACHED ASSOCIATED DOCUMENT TITLED (UPS MAIL INNOVATIONS INTERNATIONAL) | | | | |
| 8 | | CUSTOM EXPORT EXPRESS SAVER | EA | 0.01000 | 0.00 | 0.00 |
| 9 | | UPS 2nd DAY AIR A.M | EA | 0.01000 | 0.00 | 0.00 |
| 10 | | UPS 3 Day SELECT | EA | 0.01000 | 0.00 | 0.00 |
| 11 | | UPS WORLDWIDE EXPRESS | EA | 0.01000 | 0.00 | 0.00 |
| 12 | | UPS WORLDWIDE EXPRESS SAVER | EA | 0.01000 | 0.00 | 0.00 |
| 13 | | WORLDWIDE EXPEDITED | EA | 0.01000 | 0.00 | 0.00 |
| 14 | | UPS STANDARD | EA | 0.01000 | 0.00 | 0.00 |

CONTRACT TERMS AND ADDITIONAL INFORMATION

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR SMALL PACKAGE DELIVERY SERVICE ISSUED SEPTEMBER 20, 2010 AND VENDOR'S RESPONSE RECEIVED OCTOBER 29, 2010.

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STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED JANUARY 8, 2009 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED DECEMBER 8, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACT PERIOD: NOVEMBER 15, 2010 TO NOVEMBER 14, 2012 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS. PROPOSED START DATE WILL BE NOVEMBER 15, 2010.

UPS CONTACT:

LOCAL ACCOUNT MANAGER: DAVE HUJAR / 800-877-1497 / dhujar@ups.com
DIRECTOR OF ENTERPRISE ACCOUNTS/GOVERNMENT SALES: MAUREEN BAER / 717-329-0049 / mebaer@ups.com

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. THE CONTRACTOR SHALL PICK UP PACKAGES AND LETTERS AND DELIVER THEM TO SPECIFIC LOCATIONS IN VERMONT AND TO OTHER LOCATIONS THROUGHOUT THE UNITED STATES AND INTERNATIONALLY. AGENCIES WILL NOTIFY CONTRACTOR FOR PICKUP SERVICE FOR GROUND DELIVERY AND ON DEMAND FOR AIR DELIVERY. THE CONTRACTOR SHALL GUARANTEE DELIVERY SCHEDULES.

VERMONT REQUIRES AN AUTOMATED TRACKING SYSTEM TO TRACK PACKAGES, CONFIRMS RECEIPT, AND TRACK LOST PACKAGES AND LETTERS. THE SYSTEM MUST BE INTERNET ACCESSIBLE. TRACKING INFORMATION MUST INCLUDE THE ACKNOWLEDGEMENT OF PICKUP AND DELIVERY NOTIFICATION. THE CONTRACTOR MUST MAINTAIN SUFFICIENT PICKUP AND DELIVERY RECORDS TO ANSWER ANY USING AGENCY INQUIRY.

AT NO ADDITIONAL COST TO THE STATE AND WITHOUT ANY REQUIREMENT FOR THE STATE TO CONSENT TO ADDITIONAL TERMS AND CONDITIONS (WHETHER BY END USER LICENSE AGREEMENTS, WEB SITE TERMS OF SERVICE, PRIVACY POLICIES, CLICK-THROUGH AGREEMENTS OR ANY OTHER MECHANISM), CONTRACTOR SHALL ASSIST AND ALLOW INTEGRATION OF ITS SOFTWARE AND WEB SERVICES WITH THE STATE OF VERMONT IN ORDER TO PROVIDE DAILY BUSINESS SHIPMENT OF STATE PACKAGES. AT NO ADDITIONAL COST TO THE STATE, CONTRACTOR SHALL PROVIDE ALL THE NECESSARY SERVICES AND PRODUCTS TO ALLOW THE STATE OF VERMONT TO: (1) PRINT UPS SHIPPING LABELS (2) UPLOAD DAILY SHIPPING MANIFESTS TO UPS AT THE END OF THE BUSINESS DAY; AND (3) AUTOMATICALLY PRODUCE A UPS DRIVER SUMMARY SHEET CONTAINING A BARCODE FOR THE DRIVER TO SCAN IDENTIFYING THE NUMBER OF PACKAGES AND THE MANIFEST INFORMATION THAT WAS UPLOADED TO CONTRACTOR. THE CONTRACTOR WILL PROVIDE STANDARD DELIVERY SUPPLIES TO THE STATE AGENCIES AT NO ADDITIONAL COST, INCLUDING PACKAGING, PRE-PRINTED TRANSMITTAL DOCUMENTS, LABELS, SPECIAL STICKERS, AIR BILLS AND ANY OTHER SHIPPING MATERIALS IN ACCORDANCE WITH CONTRACTOR'S STANDARD SHIPPING METHODS.

SERVICES ARE REQUIRED MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M. AT THE OFFERED RATES EXCEPT FOR THE STATE OBSERVED HOLIDAYS. THERE SHALL BE NO PICKUP CHARGE. THERE SHALL BE NO MINIMUM NUMBER OF PACKAGES PER TRIP, PER DAY, PER WEEK OR PER MONTH.

LATE DELIVERY: THE CONTRACTOR SHALL GUARANTEE DELIVERY TIMES. THE USING AGENCY SHALL NOT BE REQUIRED TO PAY FOR DELIVERIES, WHICH ARE DELIVERED LATE AS PER SUPPLIERS STATED GUARANTEE TERMS.

PACKAGE/LETTER DECLARED VALUE REQUIREMENTS: EACH PACKAGE/LETTER SHALL BE AUTOMATICALLY INSURED FOR \$100.00. IF A HIGHER VALUE IS DECLARED ON THE BILL OF LADING, THE SHIPPER SHALL HAVE THE OPTION OF PURCHASING ADDITIONAL DECLARED VALUE UP TO A SET MAXIMUM SPECIFIED BY THE CARRIER.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

FUEL SURCHARGES FOR AIR, GROUND AND INTERNATIONAL ARE CAPPED AT SEVEN (7) PERCENT.

SAME DAY ON CALL PICKUP \$6.00 WITH \$6.00 OFF RATE AT TIME OF SHIPPING
FUTURE DAY ON CALL PICKUP \$5.00 WITH \$5.00 OFF RATE AT TIME OF SHIPPING
SMART PICKUP \$10.00 WITH \$10.00 OFF RATE AT TIME OF SHIPPING
DAILY PICK UP CHARGE \$20.00 WITH \$10.00 OFF AT TIME OF SHIPPING

OTHER CHARGES: ACCESSORIALS NOT LISTED ON THE RATE SPREADSHEET WILL BE EQUIVALENT TO THE UPS PUBLISHED RATES

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AT TIME OF SHIPPING.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

PERFORMANCE MEASURES

HAVE A SUCCESS RATE AT OR ABOVE 96% FOR DELIVERING ON-TIME, UNLESS THE CONTRACTOR HAS ADVISED THE CUSTOMER OF AN ALTERNATE DELIVERY SCHEDULE. THE ACCEPTABLE QUALITY LEVEL FOR ON TIME DELIVERY WILL BE 96%. THE CUSTOMER WILL REPORT ANY DELIVERIES THAT DO NOT MEET THE CONTRACTORS PROMISED DELIVERY DATE TO THE STATE CONTRACT MANAGER. CONTRACTOR'S DELIVERY PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE STATE OF VERMONT AND THE CONTRACTOR.

THE CONTRACTOR MUST COMPLETE THE REPORTING REQUIREMENTS OUTLINED IN THE RFP AND IN THIS CONTRACT. A FAILURE BY THE CONTRACTOR TO COMPLETE THEIR QUARTERLY REPORTING ON TWO CONSECUTIVE QUARTERS WILL RESULT IN A CONTRACT REVIEW WITH POTENTIAL CONSEQUENCES AS SEVERE AS TERMINATION.

ORDERING - SUPPLIER MUST RESPOND TO CUSTOMERS REQUESTS FOR TECHNICAL INFORMATION, PRICING, AND DELIVERY INFORMATION WITHIN 48 HOURS OR LESS OF THE FIRST CONTACT BY THE CUSTOMER. THE CUSTOMER WILL REQUIRE A 99% COMPLIANCE TO THIS REQUIREMENT, WITH THE CUSTOMER REPORTING ANY CONTRACTOR NON-COMPLIANCE TO THE STATE CONTRACT MANAGER. THE CONTRACTORS CUSTOMER RESPONSE PERFORMANCE WILL BE REVIEWED IN PERIODIC CONTRACT REVIEW MEETINGS BETWEEN THE SOV AND THE CONTRACTOR

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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AMENDMENT #1 (JANUARY 2011) IS ISSUED TO: 1) LINE ITEM #5: CHANGE DEPARTMENT NAME FROM VERMONT LIFE TO THE DEPARTMENT OF TOURISM & MARKETING AND CORRECTS DOMESTIC PRICING FOR MAILING INNOVATIONS. 2) ADD LINE ITEM #6 FOR INTERNATIONAL RATES FOR MAIL INNOVATIONS FOR THE DEPARTMENT OF TOURISM & MARKETING. 3) REMOVES ITEMIZED ACCESSORIAL CHARGES AND REPLACES WITH REFERENCE TO PUBLISHED ACCESSORIAL CHARGES AT TIME OF SHIPPING, 4) UPDATED UPS POC INFORMATION, AND 5) CORRECTED REFERENCES OF "INSURANCE" TO "DECLARED VALUE". ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

AMENDMENT-2 (JUNE 2013). THE STATE IS HEREBY ELECTING TO EXERCISE THE LAST 12-MONTH RENEWAL OPTION, THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO NOVEMBER 8, 2014, WITH A 3% RATE INCREASE ON THE BASE DOMESTIC AND INTERNATIONAL RATE CHARTS. THE ACCESSORIAL DISCOUNTS SHALL REMAIN THE SAME. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED NOVEMBER 7, 2012 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

TAXES DUE TO THE STATE. CONTRACTOR FURTHER CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, THE CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY, ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT-3 (OCTOBER 2014). THE STATE IS HEREBY ELECTING TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO NOVEMBER 30, 2015, WITH A 2.2% RATE DECREASE ON GENERAL GROUND (EXCEPT FOR ZONE 2 1-6LBS WHICH INCREASED 3.5) AND 13% DECREASE ON AIR. ALL OTHER PRICING, TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

AMENDMENT-4 (NOVEMBER 2015). THE STATE IS HEREBY ELECTING TO EXTEND THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A TWO (2) YEAR TERM TO NOVEMBER 30, 2017, WITH A 2% RATE INCREASE FOR YEAR-1 AND A 3% INCREASE AT YEAR-2.

CANCELLATION: THIS CONTRACT MAY BE CANCELLED WITHOUT CAUSE BY EITHER PARTY WITHIN 120 DAYS WRITTEN NOTICE TO THE OTHER. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 1, 2015 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

BRIAN BERINI
SENIOR PURCHASING AGENT
PHONE: 802-828-2217
FAX: 802-828-2222
brian.berini@vermont.gov

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WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____