

**Request for Proposals for
Small Package Delivery Services**

Issued by the **State of North Carolina**
Solicitation Number DPC-1472182913-MT



Attachment B SCOPE OF WORK

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Contractors will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide potential Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

I. OVERVIEW AND DEFINITIONS

The purpose of this RFP is to establish Master Agreements on a competitive basis with qualified Carriers to provide door-to-door Small Package Delivery Services, whereby Participating Entities can select services based on their established shipping needs. Master Agreement(s) shall include U.S. domestic services, covering interstate and intrastate, and may include international services. Domestic shipment service includes the contiguous 48 states, Alaska, Hawaii, the District of Columbia, American Samoa, Guam, Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands for both commercial and residential shipments.

A key objective of this RFP is to obtain reduced rates by combining the volume of shipments from governmental entities within multiple states with administrative savings that will result from the maintenance of a single, comprehensive Master Agreement for each selected Contractor.

Small Package Shipping

Small package shipping/delivery refers to shipping individual, smaller parcels that are not palletized and are handled individually by Contractors. Small package orders are retrieved from the pick-up or drop-off location determined by the Purchasing Entity and are then sorted, prepared for transit, and delivered.

Small parcels shall not weigh more than 150 pounds (68 kg) and shall not exceed 165 inches (274 cm) in length plus girth combined.

Parcels weighing or measuring more than the limitations noted above are considered 'oversized' or 'overweight'. For these extra-large or bulky shipments, Purchasing Entities will need to transport them using the Contractor's freight option, which would be outside of the scope of this RFP and resulting Master Agreement(s).

Small Parcel vs. LTL vs. FTL

Less-than-truckload (LTL) is a shipment that is bigger than a standard-sized package but is not big enough to take up the full capacity of a truck. It is typically for shipments with a total cargo weight of 150 to 15,000 pounds.

Full truckload (FTL) or Truckload (TL) is when the entire capacity of a truck is dedicated to one homogenous shipment. Shipments from different senders are not mixed on one truck.

LTL and FTL are outside of the scope of this RFP and resulting Master Agreement(s).

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II. MASTER AGREEMENT OBJECTIVES

Contractor must be able to service all states and U.S. Territories within each region awarded.

A. Region-based pricing for services must include, but not be limited to, the following:

1. Intrastate

- Ground (other than guaranteed next day)
- Next Day Ground EOD
- Next Day Air AM
- Next Day Air PM
- Multiweight/Hundredweight service

2. Interstate

- Ground (Guaranteed Day-Definite Delivery¹)
- Next Day Air AM
- Next Day Air PM
- Second Day Air AM
- Second Day Air PM
- Three-day service
- Multiweight/Hundredweight service

3. International

- Inbound to US points and places
- Outbound from US points and places

B. The shipping services for both commercial and residential deliveries will be provided as per the Contractor's Service Guides in effect at the award date of the Master Agreement. The Service Guide in effect at that time will remain in effect for the first year of the Master Agreement with no changes allowed that affect pricing or service without prior written approval of NASPO and the Lead State, as outlined in Section VI of Attachment D – Sample Master Agreement. Contractor's Service Guide should only reflect shipping services that fall within scope.

C. Offeror is encouraged to propose price discounts for prompt payment that would benefit Participating Entities. The date from which the discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later.

D. At the discretion of the Lead State, the scope of an awarded Master Agreement resulting from this RFP may be amended at any time during its term related to the objectives and deliverables set forth in this RFP.

III. MASTER AGREEMENT DELIVERABLES

This Master Agreement is a full-service agreement. For the purpose of this RFP, "full-service" means the Carrier's pricing offer must include all charges, i.e. all administrative, reporting or other requirements; all overhead costs and profit, and all

¹ "Day-Definite Delivery" means a shipping service that guarantees delivery by a specific date, but not necessarily by a specific time on that date.

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travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Carriers may also include additional pricing offers in addition to the required guaranteed rates.

A. Contractor Pick-Up:

Contractor must pick up packages directly from all Purchasing Entities upon request. Packages must be able to be tracked from pick-up location to delivery of the package.

The Offeror shall not require a minimum number of packages per trip, per day, per week, or per month, and will not apply pick-up charges to a Participating Entity for weekly pick-ups.

B. Money Back Guarantee:

1. Contractor must provide a 100% Money Back Guarantee. The Contractor shall fully refund or credit the Purchasing Entity's account for packages that are not delivered or picked up in accordance with the guaranteed delivery service. Packages that are delivered over 60 seconds after the guaranteed delivery time are considered late. The Purchasing Entity shall request the refund or credit within 30 days of the scheduled delivery time. Contractors are encouraged to offer automatic refunds. If the late package meets one or more of the Contractor's exception criteria, as stated in the Service Guide, the Contractor is not obligated to issue a refund to the Purchasing Entity.
2. Contractor must provide clearly marked money back guaranteed region-based price sheets (schedules of rates and charges) for each service, showing rates and charges by weight and region for all contiguous 48-state and District of Columbia domestic shipping. Separate rates in clearly marked pages may be provided for Hawaii, Alaska, American Samoa, Guam, Northern Marianna Islands, Puerto Rico, and the U.S. Virgin Islands services. Rates will be in dollars and cents per pound.

C. Contractor Capabilities:

Offerors providing interstate services must serve every zip code in the United States. Offerors providing intrastate services shall serve every zip code within the boundaries of the Participating Entity requesting intrastate services as identified in this RFP.

Contractors shall not delay, turn away, or refuse service/shipment requests due to a lack of volume in that area.

D. Contractor Terms & Conditions and Click-Through Agreements:

Any Contractor terms and conditions, including internet terms and conditions, will not supersede the terms and conditions in the Master Agreement or any Participating Entity's Participating Addendum terms and conditions.

Click-through or Terms of Use Agreement. If access to the Contractor's system or partnering system requires users to agree to Terms of Use or similar 'Click-Through' style agreements, they shall not have a higher order of precedence than the terms and conditions in the executed Master Agreement or executed Participating Addenda.

E. Customer & Quality Service:

1. Contractor shall have trained personnel who can research and maintain a quality assurance program through tracking and monitoring deliveries.

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2. Contractor shall have uniformed personnel who will adhere to all security procedures required by Purchasing Entity. Purchasing Entities must be able to easily confirm the identity of Contractor staff. Delivery vehicles must have the carrier's name clearly visible on them.
3. Purchasing Entity shall not be liable for any expenses incurred by the Contractor as a consequence of any traffic infractions, parking violations, or fees attributable to employees or drivers of the Contractor.
4. Contractor shall work with a Participating Entity whenever possible to place receptacles in convenient locations (e.g., drop boxes) within Participating Entities, and shall describe other centralized collection procedures available.
5. The Contractor shall provide express pack boxes and express tubes to Participating Entities at no cost. Contractor shall provide requested materials and supplies within 48 hours of the request. Contractor shall have a method in place for a Participating Entity to provide a prepaid shipping label if requested by the entity.

Note: Any pre-printed terms and conditions on any Contractor 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.

6. Contractor shall provide online ordering capability for services as well as online printing of shipment documentation and labels. Online ordering and printing services shall be available to Purchasing Entities via access through the internet and be capable of being accessed utilizing standard internet web browsers. The online system shall accommodate a reference field for internal tracking numbers for invoice payment. The reference field shall accommodate up to 20 characters.
7. Contractor shall provide a twenty-four (24) hour shipment tracking system. Tracking shall be available to Purchasing Entities through both a toll-free telephone number or via online access through standard internet web browsers. Contractor shall respond to all shipment tracking requests by Purchasing Entities within four (4) hours of the first request. Information from an inquiry shall include acknowledgements of pickup, of in-transit destinations, and final delivery, as applicable at the time the inquiry is answered. Upon Purchasing Entity's request, Contractor shall provide copies of the shipping receipt signed by the recipient or shall otherwise provide an online signature verification and shipment receipt verification function. Contractor shall email/fax signed receipt upon request. Contractor shall provide these services to Purchasing Entities at no additional cost.
8. Contractor must bill each Purchasing Entity for shipments the Purchasing Entity tenders to the Contractor.
9. Contractor must provide the name of the person who will work with NASPO and the Lead State during the term of the Master Agreement. This person must be authorized to coordinate with other Contractor representatives in each Participating Entity to ensure an efficient implementation of the Master Agreement. These representatives will be able to quickly assign and retrieve agency account numbers and ensure the NASPO ValuePoint contract rates are attached accordingly. Carrier personnel assigned must have full knowledge of the NASPO

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ValuePoint Master Agreement.

10. Contractor shall designate a point of contact responsible for Contractor's work under this Master Agreement. Contractor shall provide to each Participating Entity the name, address, and telephone number of the point of contact and shall keep this information current at all times.
11. Contractor shall be available to Purchasing Entities via a local or toll-free phone number and via email 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 Purchasing Entity. Contractor shall respond to the Purchasing Entity's on-site problem resolution request within 24 hours of receipt.

F. Shipment of Materials:

1. Contractor shall be capable of shipping a variety of hazardous, dangerous, or other restricted types of materials. Contractor shall provide its policy for hazardous or restricted materials shipments. The Contractor will provide one set of the appropriate material safety data sheets (MSDS) and container labels upon delivery of a hazardous material to the Purchasing Entity. All safety data sheets and labels will be in accordance with each Participating Entity's requirements.
2. Contractor must be able to provide services for shipments of evidentiary materials in compliance with any Participating Entity's laws, policies, and procedures. A copy of these Participating Entity policies and procedures is available upon request.
3. Contractor must be able to provide services for the shipment of negotiable instruments up to \$50,000 in value.

G. Deliver as Addressed:

When requested by the Purchasing Entity, Contractor shall return undeliverable packages to the sender, rather than performing an address correction and forwarding the package to an address. Contractor shall work with the Purchasing Entity to adequately identify these items as "deliver as addressed" or in some mutually agreed language rather than forwarding them on to the correct address. Purchasing Entity shall notify the Contractor of such packages. Contractor shall not charge an additional fee for returned items that are appropriately identified as "deliver as addressed."

H. Green Transportation Plan:

It is desirable that Offerors provide a green transportation plan or equivalent. According to G.S. 143-58.2, it is the policy of the Lead State to encourage and promote the purchase of products with recycled content and to purchase items that are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.

IV. CONTRACTOR RESPONSIBILITIES AND TASKS

A. Contractor shall:

1. Begin implementation immediately upon Master Agreement execution. The plan shall be designed to assist Participating and Purchasing Entities in determining the optimal approach to maximize the use of Carrier services.
2. Meet or conference call at least annually with NASPO and the Lead State to review performance, review usage under the Master Agreement, and discuss opportunities for improvements.

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3. Provide all documentation necessary for any performance audit(s), as requested by any Participating Entity.
 4. Notify NASPO and the Lead State in writing of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.
 5. Contractor shall be able to provide standard, regular reporting, and ad-hoc reporting to requesting Participating Entities or Purchasing Entities.
- B.** Contractors are to provide line-item pricing FOB Destination Freight Prepaid with all transportation and handling charges paid by the Contractor. Unless otherwise indicated on the Master Agreement or purchase order, shipping terms will be FOB Destination Freight Prepaid.
- C.** Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Purchasing Entity, except as to latent defects, fraud, and the Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice.
- D. Data Security:**
- Contractors shall meet data security standards, including certifications and security statuses, i.e., NIST or SOC2.
- E. Web-Based Application:**
- Offeror shall provide a web-based application for managing shipping orders that provides features including, but not limited to, ordering, tracking, account information, etc., to Participating and Purchasing Entities. Offeror shall provide instructional information to Participating and Purchasing Entities. Offerors shall maintain the web-based application and website free of charge to the Participating Users and Master Agreement. Web-based application shall be compatible with common web browsers for personal computers, tablets, and mobile devices.