

RFB0320005104 – Statewide On Call Courier Services

SECTION 1 - INTRODUCTION

1.1 Bidder Instructions

Bidder is to download this document and save to computer. Once saved, type in responses to the required sections and save again. Finally upload the document to VSS with your bid. As an option, the Bidder may print, write in responses, scan, and attach response. If this document is not attached to the bid response in VSS, the Bidder's bid may be disqualified.

1.2 Purpose

The purpose of this Request for Bids (RFB) is to solicit bids from qualified providers to provide the goods and/or services described further in this RFB to the Lead Agency and any Participating Agencies. The Lead Agency intends to award a contract(s) beginning and ending on the dates listed in the VSS solicitation, and the Lead Agency may extend the contract(s) for up to the number of annual extensions identified in the VSS solicitation at the sole discretion of the Lead Agency. Any contract(s) resulting from the RFB shall not be an exclusive contract.

1.3 Request for Bid (RFB) Definitions

Definitions – For the purposes of this RFB and the resulting contract, the following terms shall mean:

“Agency” means the agency identified in the VSS solicitation that is issuing the RFB and any other agency that purchases from the Contract.

“Alternative Bid” means a response to a bid that does not meet the exact requirements of the specification but offers an alternative for consideration. An alternative bid is submitted with an intentional variation to a provision, specification, term or condition of the solicitation. This alternative, in the opinion of the bidder, achieves the same end result. Alternative bids may be rejected as non-responsive.

“Bid” means the Bidder's bid submitted in response to the RFB.

“Bidder” means a vendor submitting a bid in response to this RFB.

“Contract” means the contract(s) entered into with the successful Bidder(s).

“Lead Agency” means the agency facilitating the procurement and establishing the Contract.

“Participating Agency” means the agency utilizing the established contract.

“Political Subdivisions” means cities, counties, and educational institutions.

“Responsible Bidder” means a Bidder that has the capability in all respects to perform the requirements of the Contract. In determining whether a Bidder is a Responsible Bidder, the Agency may consider various factors including, but not limited to, the Bidder's competence and qualifications to provide the goods or services requested, the Bidder's integrity and reliability, the past performance of the Bidder relative to

the quality of the goods or services offered by the Bidder and the best interest of the Agency and the State.

"Responsive Bid" means a Bid that complies with each of the provisions of this RFB, or is either an alternative bid or a bid with an exception, if accepted by the Agency.

"RFB" means this Request for Bids and any addenda hereto.

"State" means the State of Iowa, the Agency identified in the VSS solicitation, and all state agencies, boards, and commissions, and any political subdivisions making purchases from the Contract as permitted by this RFB.

1.4 Contract Term

The term of the contract will begin August 29, 2020 and end on August 30, 2021. The Agency shall have the sole option to renew the contract upon the same or more favorable terms and conditions for up to five (5) annual extensions. The resulting contract will be available to all State Agencies.

1.5 Background Information

This RFB is designed to provide Bidders with the information necessary for the preparation of competitive Bids. The RFB process is for the Lead Agency's and Participating Agencies' benefit and is intended to provide the Lead Agency with competitive information to assist in the selection process. It is not intended to be comprehensive. Each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

State of Iowa is seeking eligible Bidders to provide a Contract for statewide courier services. These services include but are not limited to a pickup and delivery service for letters, reports, packages, and supplies across the State of Iowa.

There are no scheduled deliveries – this is for on-call services only for all state agencies and political subdivisions. The pickup and delivery locations include various entities across the State of Iowa.

Bidder shall furnish all labor, equipment, and transportation required to provide pick-up and delivery services.

The resulting Contract will be available to all State Agencies and Political Subdivisions.

SECTION 2 – ADMINISTRATIVE INFORMATION

2.1 Issuing Officer

The Issuing Officer identified in the VSS solicitation is the sole point of contact regarding the RFB from the date of issuance until selection of the successful Bidder.

2.2 Restriction on Communication

From the issue date of this RFB until announcement of the successful Bidder, Bidders may contact only the Issuing Officer. The Issuing Officer will respond only to electronic questions regarding the procurement process. Questions related to the interpretation of this RFB must be submitted as provided in the VSS solicitation. Oral questions related to the interpretation of this RFB will not be accepted. Bidders may be disqualified if they contact any State employee other than the Issuing Officer about the RFB except that Bidders may contact the State Targeted Small Business Office on issues related to the preference for Targeted Small Businesses.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFB through an addendum.

2.3 Amendment to the RFB

The Agency reserves the right to amend the RFB at any time using an addendum. The Bidder shall acknowledge receipt of all addenda in its Bid.

It is the Bidder's sole responsibility to check daily for addenda to posted documents.

2.4 Bid Amendment and/or Withdrawal

The Bidder may amend or withdraw and resubmit its Bid at any time before the Bids are due. The amendment must be submitted on Iowa VSS by the Bidder to the bid and received by the time set for the receipt of Bids.

2.5 Submission of Bids

The Agency must receive the electronic Bid on: Iowa VSS before the "Bids Due" date and time. **This is a mandatory requirement and will not be waived by the Agency. Any Bid received after this deadline will not be accepted.** It is the Bidder's responsibility to ensure the bid is received prior to the deadline. Email and faxed Bids will not be accepted.

Bidders must furnish all information necessary to enable the Agency to evaluate the Bid. Bids that fail to meet the mandatory requirements of the RFB may be rejected. Oral information provided by the Bidder shall not be considered part of the Bidder's Bid unless it is in writing.

2.6 Bid Opening

The Agency will open Bids after the deadline for submission of Bids has passed. However, the names of Bidders who submitted timely Bids will be publicly available after the Bid opening. See Iowa Code Section 72.3. The announcement of Bidders who timely submitted Bids does not mean that an individual Bid has been deemed technically compliant or accepted for evaluation.

2.7 Costs of Preparing the Bid

The costs of preparation and delivery of the Bid are solely the responsibility of the Bidder.

2.8 Rejection of Bids

The Agency reserves the right to reject any or all Bids, in whole and in part, received in response to this RFB at any time prior to the execution of a written Contract. Issuance of this RFB in no way constitutes a commitment by the Agency to award a Contract. This RFB is designed to provide Bidders with the information necessary to prepare a competitive Bid. This RFB process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection of a Bidder to provide goods and/or services. It is not intended to be comprehensive and each Bidder is responsible for determining all factors necessary for submission of a comprehensive Bid.

2.9 Disqualification

The Agency will reject outright and will not evaluate Bids if the Bidder fails to deliver the Bid by the due date and time. The Agency may reject outright and may not evaluate Bids for any one of the following reasons:

- The Bidder acknowledges that a requirement of the RFB cannot be met.
- The Bidder's Bid materially changes a requirement of the RFB or the Bid is not compliant with the requirements of the RFB.
- The Bidder's Bid limits the rights of the Agency.
- The Bidder fails to include information necessary to substantiate that it will be able to meet a requirement of the RFB.
- The Bidder fails to timely respond to the Agency's request for information, documents, or references.
- The Bidder fails to include bid security, if required.
- The Bidder fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- The Bidder presents the information requested by this RFB in a format inconsistent with the instructions of the RFB or otherwise fails to comply with the requirements of the RFB.
- The Bidder initiates unauthorized contact regarding the RFB with state employees.
- The Bidder provides misleading or inaccurate responses.
- The Bidder's Bid is materially unbalanced.
- There is insufficient evidence (including evidence submitted by the Bidder and evidence obtained by the Agency from other sources) to satisfy the Agency that the Bidder is properly responsive and responsible to satisfy the requirements of the RFB.
- The Bidder alters the language in Certification Letter or Authorization to Release Information Letter.
- The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.

2.10 Nonmaterial Variances

The Agency reserves the right to waive or permit cure of nonmaterial variances in the Bid if, in the judgment of the Agency, it is in the Agency's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other Bidders, that do not change the meaning or scope of the RFB, or that do not reflect a material change in the requirements of the RFB. In the event the Agency waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFB requirements or excuse the Bidder from full compliance with RFB specifications or other contract requirements if the Bidder is awarded the contract. The determination of materiality is in the sole discretion of the Agency.

2.11 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Bid, to verify information contained in the Bid and to discuss the Bidder's qualifications and the qualifications of any subcontractor identified in the Bid.

2.12 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Bid, the Bidder's financial stability, past or pending litigation, and other publicly available information.

2.13 Verification of Bid Contents

The content of a Bid submitted by a Bidder is subject to verification. If the Agency in its sole discretion determines that the content is in any way misleading or inaccurate, the Bidder may be disqualified.

2.14 Bid Clarification Process

The Agency reserves the right to contact a Bidder after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Bidder has provided goods and/or services to the State or any other political subdivision wherever located, or requests for corrective pages in the Bidder's Bid. The Agency will not consider information received if the information materially alters the content of the Bid or alters the type of goods and/or services the Bidder is offering to the Agency. An individual authorized to legally bind the Bidder shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Bid as non-compliant.

2.15 Disposition of Bids

All Bids become the property of the Agency and shall not be returned to the Bidder at the conclusion of the selection process, the contents of all Bids will be in the public domain and be available for inspection by interested parties except for information for which Bidder properly requests confidential treatment according to exceptions provided in *Iowa Code Chapter 22* or other applicable law.

2.16 Public Records and Requests for Confidential Treatment

The Agency's release of public records is governed by Iowa Code Chapter 22. Contractors are encouraged to familiarize themselves with Chapter 22 before submitting a Bid. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information submitted by a Contractor as non-confidential records unless Contractor requests specific parts of the Bid be treated as confidential at the time of the submission as set forth herein **AND the information is confidential under Iowa or other applicable law.**

2.17 Form 22 Request for Confidentiality

FORM 22 MUST BE COMPLETED AND INCLUDED WITH CONTRACTOR'S BID. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID CONSIDERED NON-RESPONSIVE AND NOT EVALUATED.

2.18 Copyrights

By submitting a Bid, the Bidder agrees that the Agency may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Bidder consents to such copying by

submitting a Bid and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in the Bids.

2.19 Release of Claims

By submitting a Bid, the Bidder agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided herein or concerning the Agency's failure, negligent or otherwise, to provide the Bidder with pertinent information in this RFB.

2.20 Bidder Presentations

At the sole discretion of the State, Bidders may be required to make a presentation of the Bid. The presentation may occur at the Agency's offices or at the offices of the Bidder. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Bidder to illustrate the Bidder's Bid. The presentation shall not materially change the information contained in the Bid.

2.21 Evaluation of Bids Submitted

Bids that are timely submitted and are not subject to disqualification will be reviewed in accordance with the RFB.

2.22 Preference

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the state of Iowa. Preference application: Tied responses to solicitations, regardless of the type of solicitation, are decided in favor of Iowa products and Iowa-based businesses per 11 IAC 117.

2.23 Determination of Responsible Bidder & Responsive Bid

All Bids will be first evaluated to determine if they comply with the bid requirements (i.e. to determine if the Bidder is a Responsible Bidder submitting a Responsive Bid). To be deemed a Responsible Bidder and a Responsive Bid, the Bid must comply with the bid format instructions and answer "Yes" to all parts and include information demonstrating the Bidder will be able to comply with the bid requirements.

2.24 Evaluation Criteria

The Agency will evaluate the Responsive Bids submitted by Responsible Bidders to determine the lowest responsible bidder(s) and will award the Contract(s) to the Bidder(s) submitting the lowest responsible bid(s) based on price.

2.25 Award Notice and Acceptance Period

Notice of Intent to Award the Contract(s) will be sent to all Bidders submitting a timely Bid and will be posted on Iowa VSS. Negotiation and execution of the Contract(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award. If the apparent successful Bidder fails to negotiate and deliver an executed contract by that date, the Agency, in its sole discretion, may cancel the award and award the Contract to the remaining Bidder the Agency believes will provide the best value to the State.

2.26 Definition of Contract

The full execution of a written contract shall constitute the making of a contract for the goods and/or services requested by the RFB and no Bidder shall acquire any legal or equitable rights relative to the contract for goods and/or services until the contract has been fully executed by the successful Bidder and the Agency.

2.27 Choice of Law and Forum

This RFB and the Contract are to be governed by the laws of the state of Iowa. Changes in applicable laws and rules may affect the award process or the Contract. Bidders are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFB shall be brought in the appropriate Iowa forum.

2.28 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by State employees and requires certain individuals to disclose information concerning their activities with State government. Bidders are responsible to determine the applicability of Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code Section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.29 Appeals

A Respondent whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 117.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 and a copy to the Issuing Officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.725.2064. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and/or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful Contractor.

2.30 Unit Price

If a discrepancy between the unit price and the item total exists, the unit price prevails.

2.31 Price Adjustments to Term Contract(s)

Bid prices shall remain firm the first year of the contract. Price adjustments may be taken into consideration during the contract renewal process. The State reserves the right to accept or reject any proposed price(s) changes. Requested price changes should be submitted to the Iowa Department of Administrative Services – Central Procurement, sixty (60) days prior to the contract anniversary date.

2.32 Registration

The successful Bidder will be required to register to do business in Iowa before payment can be made. For Bidder registration documents, go to:

https://vss.iowa.gov/webapp/VSS_ON/AltSelfService

2.33 Questions and Requests for Clarification

Bidders are invited to submit written questions and requests for clarifications regarding the RFB. The questions and requests for clarifications must be received by the Issuing Officer by date **August 11, 2020 2:00 PM (CST)**. Oral questions will not be permitted. If the questions and requests for clarifications pertain to a specific section of the RFB, the page and section number(s) must be referenced. Written responses to questions and requests for clarifications will be issued in the form of an addendum and sent to Bidders who received RFBs.

SECTION 3 – SPECIFICATIONS

All items listed in this Section are Bid Specifications. A successful Bidder must be able to satisfy all these specifications to be deemed a Responsible Bidder.

3.1 On-Call Courier Service

Bidder shall provide on-call pick-up and delivery services. Service to these call-in locations shall only be provided by Bidder when properly notified via web portal, phone, or email.

Bidder shall provide both a telephone number and an e-mail address as means to contact and inform Bidder of a needed service to a call- in site.

All next-day service requests from call-in sites will be placed by 2:30 pm local time.

Bidder shall confirm receipt and scheduled pick-up of call-in requests by email notification to requesting State Agency.

3.2 Tracking System

Bidder shall provide an electronic tracking system capable of using package labels and providing real-time updates as to the location, route, and estimated delivery of any package picked up by Bidder.

Bidder shall have the capability of tracking all package shipments upon receiving a tracking request by providing a system for marking all packages being shipped.

Bidder will make online portal system available to all agencies, to track packages as they are being delivered and to view historical delivery information. _____

Bidder shall maintain all tracking and delivery data within its system for the length of this agreement. Within 30 days of the conclusion of this agreement, Bidder shall provide all tracking data to the agency, and then destroy all residual agency data.

3.3 Delivery Slip

Bidder shall furnish a delivery slip with each delivery, detailing the packages and origins of all delivered items. These delivery slips will be signed by the driver, with written notification of any overages, shortages, or damages at the time of delivery.

If possible, Bidder shall verbally notify the State Agency of any overages, shortages, or damages at the point of delivery.

3.4 Emergency Contacts

The Bidder shall provide in writing, the names of a primary and secondary contact to include telephone numbers, cell phone numbers, emergency phone numbers and email addresses for use by the agency designee(s).

These contacts must be available and respond to inquiries within thirty (30) minutes of a call from the agency concerning problems. These contacts shall be individuals designated by the Bidder as authorized to handle complaint calls and inquiries about other problems as they may occur.

Contact personnel shall be capable of authorizing immediate action when warranted. The names and information for the primary and/or secondary contacts may be changed at any time with prior written notification to the agency.

3.5 Package Handling

The Bidder shall not pick up any delivery requests that are not contained in sturdy sealed and properly addressed containers.

The Bidder shall not pick-up any packages with damaged or leaking materials.

All packages will be handled in the manner mandated for transportation by Federal and State of Iowa laws.

3.6 Late Delivery Notification

Any unforeseen events which result in late pick-ups and/or deliveries must be immediately communicated to all affected service locations and the agency designee(s).

In the event of a late delivery, the State reserves the right to reduce the payment of correlating invoices by the costs associated with the delivery to instances where packages were not received within the required delivery time.

3.7 Vehicle and Storage Facility Requirements

Vehicles and storage facilities shall be suitable for transport and storage of confidential documents. The vehicle must provide for closed, secure transport of sensitive cargo.

All Bidder vehicles shall have current inspection and registration from the State where the vehicle is registered and must be properly insured. Bidder's equipment and operators shall be in compliance with all applicable Department of Motor Vehicles, State, and Federal regulations regarding the condition and operation of the requested vehicles.

Bidder vehicles and drivers must be distinguishable as such by uniform, vehicle markings, or other appropriate designations.

3.8 Bidder Driver and Employee Conduct

Bidder guarantees the following:

- Bidder's employees shall at all times exhibit a high standard of professional conduct and perform all services in a businesslike manner.
- Bidder employees shall demonstrate a high level of customer service.
- Bidder's employees shall be dressed in proper attire for making deliveries to State and business facilities. Any uniforms worn by the Bidder's employees should bear the Bidder's name.
- Bidder's employees shall clearly communicate with the State.

3.9 Loss

The Bidder agrees to protect the State from any loss because of late pickups and/or deliveries and theft, breakage or damage of any kind to samples or packages while in transit or during delivery under the contract.

The Bidder accepts sole responsibility and risk for all packages while in transit or the safe transportation and delivery thereof.

For the purpose of the resulting Contract, packages will be deemed to be "in transit" from the time they are loaded into the Bidder's vehicle at the point of origin of the shipment until accepted at destination and signed for by the authorized representative.

In the event of loss, Bidder shall reimburse the State for the cost of contents and shipping.

SECTION 3 – SPECIFICATIONS

3.1 On-Call Courier Services

Historically over the past six years that we've provided service to the State of Iowa, the level of service has been a *scheduled* service of pickups and deliveries of misc. parcels. There is a provision for bidder to provide an On-Call Service (see attached On-Call Rate Chart). To the best of our knowledge the State of Iowa has not used our On-Call Service.

3.2 Tracking System

Spee Dee Delivery will provide free shipping software to all agencies upon request (now being used by agencies currently under contract). This software allows state agencies to track their packages. Every shipment that is processed has a unique tracking number which allows the agency to go to speedeedelivery.com to check the status of the delivery. Spee Dee Delivery currently saves all tracking and delivery data for three years.

3.3 Delivery Slip

Spee Dee Delivery will not provide delivery slips with each delivery. The shipping manifest provides the documentation regarding the origin and destination of the shipments. This ties into our handheld delivery PAD to provide final mile delivery information including date of delivery, time of delivery, and name verification.

3.4 Emergency Contacts

Primary:

Nathan Schramm (Sales Manager)
800-541-1052 (office phone)
320-237-8638 (cell phone)
nschramm@speedeedelivery.com

Secondary:

Ron Watson (State Manager)
800-541-1052 (office phone)
320-237-8488 (cell phone)
rwatson@speedeedelivery.com

3.5 Package Handling

Shipper is responsible for providing sufficient packaging.

3.6 Late Delivery Notification

Spee Dee Delivery does not have the ability to provide late delivery notifications. In addition, we do not provide a guaranteed service nor do we offer liquidated damages. We may consider some form of compensation for a delayed delivery on a case-by-case basis.

3.7 Vehicle and Storage Facility Requirements

All Spee Dee Delivery facilities within the State of Iowa are secure buildings. All shipments are stored inside. Vehicle equipment is inspected and registered per state guidelines. All of our drivers are company employees (no IC's).

3.8 Bidder Driver and Employee Conduct

All of our drivers are uniformed company employees. Through training we instill a high level of professionalism in a businesslike manner.

3.9 Loss

Shipments tendered to Spee Dee Delivery fall within our Terms and Conditions (Effective January 6, 2020)

which is included with this bid. In the event of loss, refer to the Terms and Conditions. Spee Dee Delivery's Limits of Liability are contained within the Terms and Conditions. Agency has the option to purchase additional Declared Value.

SECTION 4 - FORM OF BID

Instructions – Bidder is to complete the following. Fill out items with blanks. Indicate "yes" or "no" on items requesting agreement. If a "no" response is indicated, exception must be noted on Attachment 3.

4.1 Bidder Information

Business Name: Spee Dee Delivery Service, Inc.
Official Address: 4101 Clearwater Road
St. Cloud MN 56301
Remit Address: PO Box 1417
St. Cloud MN 56302
Firm's State or Foreign Country of Residence: Minnesota
Customer Service contact: Nathan Schramm
Telephone Number: (800) 541-1052 Email: nschramm@speedeedelivery.com
Order contact: N/A
Telephone Number: N/A Email: N/A
Billing contact: Randy Bunnell
Telephone Number: (800) 862-5578 Email: rbunnell@speedeedelivery.com
Emergency contact: Nathan Schramm
Telephone Number: (800) 541-1052 Email: nschramm@speedeedelivery.com
2nd Emergency contact: Devin Jacobson
Telephone Number: (800) 862-5578 Email: djacobson@speedeedelivery.com

4.2 Contract Terms and Conditions

The Contract(s) that the Agency expects to award as a result of this solicitation will be based upon the final Bid submitted by the successful Bidder and the solicitation. The contract between the Agency and the successful Bidder shall be a combination of the specifications, terms and conditions of the solicitation, the contract terms and conditions in the VSS solicitation, the offer of the Bidder contained in the final Bid submitted by the Bidder, written clarifications or changes made in accordance with the provisions of the solicitation, and any other terms deemed necessary by the Agency, except that no objection or amendment by a Bidder to the provisions or terms and conditions of the solicitation shall be incorporated into the Contract unless the Agency has explicitly accepted the Bidder's objection or amendment in

writing. The contract terms and conditions contained in the VSS solicitation will be incorporated into the Contract.

The contract terms and conditions may be supplemented at the time of Contract execution and are provided to enable Bidders to better evaluate the costs associated with the solicitation requirements and the Contract. Bidders should plan on the contract terms and conditions contained in the VSS solicitation being included in any contract awarded as a result of this solicitation. All costs associated with complying with these requirements should be included in any pricing quoted by the Bidder. By submitting a Bid, each Bidder acknowledges its acceptance of the solicitation terms and conditions without change except as otherwise expressly stated in Attachment 3. If a Bidder takes exception to a provision, it must state the reason for the exception and the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the solicitation may be deemed non-responsive by the State, in its sole discretion, resulting in possible disqualification of the Bid. The Agency reserves the right to either award a Contract(s) without further negotiation with the successful Bidder or to negotiate contract terms with the selected Bidder if the best interests of the Agency would be served.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.3 Terms and Conditions

The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of the Agreement.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.4 Terms of Pcard Acceptance

The State of Iowa prefers to pay Bidders using its Purchasing Card Program (Pcard) whenever possible. Bidders accepting Pcard payments shall comply with the following security measures:

- Bidder shall comply with the most current Payment Card Industry Data Security Standards (PCI DSS) to assure confidential card information is not compromised;
- Bidder shall adhere to Fair and Accurate Credit Transactions Act requirements that limit the amount of consumer and account information shared for greater security protection;
- When accepting orders online, Bidder shall ensure Internet orders are processed via secure websites, featuring Verisign, TRUSTe, BBBOnline, or "https" in the web address;
- When accepting orders by phone, Bidder shall send itemized receipts (excluding card numbers) to the cardholder by fax, email, or mail (with delivery);
- Bidder shall process payment for items when an order is placed only for items currently in stock and available for shipment, and only for services already rendered;
- Bidder shall confirm that the name of purchaser matches the name on the card;
- Bidder shall shred any documentation with credit card numbers.

For additional information, see the State of Iowa Purchasing Card Policy and Procedures Manual, or visit the State Pcard website.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.5 Specifications

Bidder is able to provide and performed as specified in Section 3. By indicating "yes", a Bidder agrees that it shall comply with that requirement throughout the full term of the resulting Contract, if the Bidder is successful. In addition, for specific requirements, the Bidder shall provide, if requested, specific references and/or supportive information to verify the Bidder's compliance with the requirement. Failure to provide this information may cause the Bid to be deemed non-responsive and therefore rejected. The Agency reserves the right to determine whether the supportive information submitted by the Bidder demonstrates the Bidder will be able to comply with the Bid Requirements. If the Agency determines the supportive information does not demonstrate the Bidder will be able to comply with the Bid Requirements, the Agency may disqualify the Bid. Please enter the required information on the attachment and upload the document.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.6 Bidder Experience

The Bidder must provide the following information regarding its experience:

- Number of years in business
- Number of years of experience with providing the types of goods and/or services sought by the solicitation.
- Describe the level of technical experience in providing the types of goods and/or services sought by the solicitation.
- List all goods and/or services similar to those sought by this solicitation that the Bidder has provided to other businesses or governmental entities.

- Spee Dee Delivery has been in business forty-two years
- Our company was founded in 1978 as a courier and has evolved into a multi-faceted transportation provider.
- Spee Dee Delivery provides standard ground, LTL, and logistics services.
- Spee Dee Delivery has developed long-term relationships with state agencies. Former and current relationships include North Dakota, South Dakota, Minnesota, Wisconsin as well as Iowa.

4.7 Terminations, Litigation, Debarment

The Bidder must provide the following information:

- During the last five (5) years, has the Bidder had a contract for goods and/or services terminated for any reason? If so, provide full details related to the termination.
- During the last five (5) years, describe any damages or penalties or settlements to resolve disputes entered into by Bidder under any of its existing or past contracts as it relates to goods and/or services performed that are similar to the goods and/or services contemplated by this RFB. If so, indicate the reason for the

penalty or exchange of property, goods, or services and the estimated amount of the cost of that incident to the Bidder.

- During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Bidder to engage in any business, practice or activity.
- During the last five (5) years, list and summarize all litigation or threatened litigation, administrative or regulatory proceedings, or similar matters to which the Bidder or its officers have been a party.
- The Bidder must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the Bid or termination of any subsequent Contract.
- This is a continuing disclosure requirement. Any such matter commencing after submission of a Bid, and with respect to the successful Bidder after the execution of a Contract, must be disclosed in a timely manner in a written statement to the Agency.

Spee Dee Delivery and its owners, officers, or primary partners have not been involved in any terminations, litigation or debarment as described above that should preclude them from conducting business with the State of Iowa.

4.8 Bidder Reference

The Bidder shall provide the following general background information: References from three (3) previous customers or clients knowledgeable of the Bidder's performance in providing goods and/or services similar to the goods and/or services described in this solicitation and a contact person and telephone number for each reference. Please attach a document with the required information.

1. Coborns

2. Hardware Distributors

3. Aveda

Reference info. attached

BIDDER REFERENCES

1. **Coborns Central Pharmacy**
Matthew Pederson
(320) 202-8343
2. **Hardware Distributors**
Steve Brunner
320-255-9850
3. **Aveda**
Dave Nordine
763-951-4804

4.9 Preference

The Bidder shall provide the following general background information: For an out-of-state Bidder, Bidder certifies the Resident Preference given by the State or Foreign Country of Bidder's residence. Enter the resident preference in the text box or indicate no preference.

Bidder's state has a preference law: Yes ☒ No ☐ Bidder's state Minnesota

4.10 Open Competition

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality type, and style and not for the purpose of limiting competition. Other materials or brands may be accepted if, in the opinion of the State of Iowa, they are equal in quality and of a design in harmony with the intent of these specifications. Samples WILL or MAY be requested to determine acceptance.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.11 Silence of Specification

The apparent silence of these specifications as to any details or the omission from it of a detail description concerning any point shall be interpreted as meaning that only the best commercial practices are to prevail, and that only materials and/or workmanship of finest quality shall be used.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.12 FOB Destination, Freight Prepaid

Bidder has read and agrees to this section: Yes ☒ No ☐

4.13 Award by Either

The Iowa Department of Administrative Services reserves the right to award to the Bidder with the best overall price or to the Bidder with the best line item price.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.14 Criminal History and Background Information

The Bidder hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Bidder, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Bidder for the performance of the Contract.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.15 Insurance

The Contract will require the successful Bidder to maintain insurance coverage(s) in accordance with the contractual provisions. Bidder shall, at its sole expense, maintain in full force and effect, with insurance companies admitted to do business in the State of Iowa and acceptable to the Agency, insurance covering its work of the type and in amounts required by this Contract. Bidder's insurance shall, among other things, insure against any loss or damage resulting from or related to Bidder's performance of this Contract regardless of the date the claim is filed or expiration of the policy. All insurance policies required by this Contract shall: (i) be subject to the approval of the Agency; (ii) remain in full force and effect for

the entire term of this Contract; and (iii) not be canceled, reduced or changed without the Agency's prior written consent. The State of Iowa and Agency shall be named as additional insureds on all such policies, and all such policies shall include the following endorsement: "It is hereby agreed and understood that the State of Iowa and the Agency are named as additional insured, and that the coverage afforded to the State of Iowa and the Agency under this policy shall be primary insurance. If the State of Iowa or the Agency have other insurance which is applicable to a loss, such other insurance shall be on an excess, secondary or contingent basis. The amount of the insurer's liability under this policy shall not be reduced by the existence of such other insurance." Unless otherwise requested by the Agency, Bidder shall cause to be issued insurance policies with the coverages set forth below:

Type of Insurance	Limit	Amount
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2 million
	Products –	
	Comp/Op Aggregate	\$1 Million
	Personal injury	\$1 Million
	Each Occurrence	\$1 Million
Automobile Liability (including contractual liability) written on an occurrence basis	Combined single limit	\$1 Million
Excess Liability, umbrella form	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Errors and Omissions Insurance	Each Occurrence	\$1 Million
Property Damage	Each Occurrence	\$1 Million
	Aggregate	\$1 Million
Workers Compensation and Employer Liability	As Required by Iowa law	As required by Iowa law

4.15.1 Certificates of Coverage

At the time of execution of this Contract, Bidder shall deliver to the Agency certificates of insurance certifying the types and the amounts of coverage, certifying that said insurance is in force before the Bidder starts work, certifying that said insurance applies to, among other things, the work, activities, products and liability of the Bidder related to this Contract, certifying that the State of Iowa and the Agency are named as additional insureds on the policies of insurance by endorsement as required herein, and certifying that no cancellation or modification of the insurance will be made without at least thirty (30) days prior written notice to the Agency. All certificates of insurance shall be subject to approval by the Agency. The Bidder shall simultaneously with the delivery of the certificates deliver to the Agency one duplicate original of each insurance policy. Liability of Bidder Acceptance of the insurance certificates by the Agency shall not act to relieve Bidder of any obligation under this Contract. It shall be the responsibility of Bidder to keep the respective insurance policies and coverages current and in force during the life of this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall have no claim or other recourse against the State or the Agency for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder. Notwithstanding any other provision of this Contract, Bidder shall be fully responsible and liable for meeting and fulfilling all of its obligations. Acceptance of the insurance certificates by the Department shall not act to relieve Bidder of any obligation under this Contract. Bidder shall be responsible for all premiums, deductibles and for any inadequacy, absence or limitation of coverage, and the Bidder shall

have no claim or other recourse against the State or the Department for any costs or loss attributable to any of the foregoing, all of which shall be borne solely by the Bidder.

4.15.2 Waiver of Subrogation Rights

Bidder shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Agency or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Agency. Filing of Claims In the event either the Agency or the State suffers a loss and is unable to file a claim under any policy of insurance required under this Contract, the Bidder shall, at the Agency's request, immediately file a proper claim under such policy. Bidder will provide the Agency with proof of filing of any such claim and keep the Agency fully informed about the status of the claim. In addition, Bidder agrees to use its best efforts to pursue any such claim, to provide information and documentation requested by any insurer providing insurance required hereunder and to cooperate with the Agency and the State. Bidder shall pay to the Agency and the State any insurance proceeds or payments in receives in connection with any such claim immediately upon Bidder's receipt of such proceeds or payments.

4.15.3 Proceeds

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the Bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made or payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits), and Bidder hereby assigns to the Agency and the State all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this Contract.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.16 Standard of Quality

The item(s) specified in this program by brand name are intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the Bidder to provide all technical information as to the acceptability of the alternate item(s). All products delivered shall be fully guaranteed to be free of defects, first quality no seconds or irregulars shall be accepted.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.17 Nonprofits

The resulting Contract will be made available to nonprofit entities that qualify under I.R.S. § 501 (c) provisions.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.18 Payment Terms

Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Bidder.

What discount will you give for payment in 15 days? 0%

What discount will you give for payment in 30 days? 0%

Bidder has read and agrees to this section: Yes ☐ No ☒

4.19 Yearly Report

The Bidder shall provide an electronic detailed Yearly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Julie Janssen email Julie.Janssen@gmail.com. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, unit and extended invoice prices. Bidder's Bid must include a sample report and a description of the reporting that will be provided. The State reserves the right to request more detailed information (ad-hoc reporting) at any time and on an individual or specific basis for a specific product, department, time frame, or for a range of products, departments or time frames.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.20 Public Entities (Political Subdivisions)

The resulting Contract will be made available to Political Entities, i.e. cities, counties, and schools.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.21 Firm Contract Pricing

Any contract that results from this bid will have firm pricing for one year.

Bidder has read and agrees to this section: ☒ Yes ☐ No

4.22 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State shall pay the Contractor monthly, within the period of time provided for by applicable State statute, after receipt of the Contractor's invoice for the goods and/or services supplied by the Contractor in the prior calendar month. The invoice will be itemized with a description goods or services provided that corresponds directly to a line item on the Contractual Agreement or Master Agreement that results from this RFB. Each line should also list the quantity, unit of measure, price per unit of measure, line item totals and invoice total. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.23 Best and Final Offers

The Issuing officer reserves the right to conduct discussions with Bidders for obtaining "best and final offers." To obtain best and final offers from Bidders, the Issuing Officer may do one or more of the following: enter into pre-selection negotiations, including the use of an on-line auction; schedule oral presentations; and request revised Bids.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.24 Adjustments in Pricing

Adjustments in pricing shall be at the discretion of the Issuing Officer.

- Original pricing shall remain firm and fixed for at least 365 calendar days after the effective date of the contract.
- Be the result of increases at the manufacturer's level, incurred after contract commencement date.
- Not produce a higher profit margin than that on the original contract.
- Clearly identify the items impacted by the increase.
- Be filed with State Procurement Coordinator a minimum of 60 calendar days before the effective date of proposed increase.
- Be accompanied by documentation acceptable to the State Procurement Coordinator sufficient to warrant the increase.
- United States published indices such as the Producer Price Index or other government data will be referenced to help substantiate the Bidder's documentation. Informational Only: At the time of publishing of the IFB, one related PPI appears to be (WPU): 05310105- Natural Gas (others may exist). A link to the PPI Commodity Data is available at:
<https://www.bls.gov/ppi/>
- The Adjustment shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- Must not deviate from the contract pricing scheme/methodology.
- During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.
- During the term of this contract, should the Contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, Contractor shall immediately amend the State contract to provide similar pricing to the State if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Coordinator of any such contracts entered into by Contractor.

Bidder has read and agrees to this section: Yes ☐ No ☒

4.25 Additional Items

The State reserves the right to add additional items to the Contract during the life of the Contract, if it is to the best advantage to the State to do so. Items or manufacturers may only be added upon the agreement of the Department of Administrative Services, Procurement and the Contracted Supplier.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.26 Country of Origin

Bidder must be able to provide country of origin, if requested.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.27 Pricing

Pricing must include all delivery, packaging and administrative costs including, but not limited to, any US import charges associated with the product. There shall be no minimum order quantities or total order amount required from the agency, by the respondent. All bid pricing must be rounded to the nearest hundredth (0.00), US currency.

Bidder has read and agrees to this section: Yes ☒ No ☐

4.28 Pricing Restrictions

Pricing restrictions shall be disclosed at the time of bid. Bidders with pricing restrictions will be taken into consideration for minimum order quantities or total order amount required from the ordering agency.

Bidder has read and agrees to this section: Yes ☒ No ☐

Attachment #1
Certification Letter
Alterations to this document are prohibited.

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid - Bid Certifications

Issuing Officer:

I certify that the contents of the Bid submitted on behalf of (**Name of Bidder**) in response to Iowa Department of Administrative Services for RFB0320005104 for Statewide On Call Courier Services are true and accurate. I also certify that Bidder has not knowingly made any false statements in its Bid.

Certification of Independence

I certify that I am a representative of Bidder expressly authorized to make the following certifications on behalf of Bidder. By submitting a Bid in response to the RFB, I certify on behalf of the Bidder the following:

1. The Bid has been developed independently, without consultation, communication or agreement with any employee or consultant to the Agency or with any person serving as a member of the evaluation committee.
2. The Bid has been developed independently, without consultation, communication or agreement with any other Bidder or parties for the purpose of restricting competition.
3. Unless otherwise required by law, the information found in the Bid has not been and will not be knowingly disclosed, directly or indirectly prior to Agency's issuance of the Notice of Intent to Award the contract.
4. No attempt has been made or will be made by Bidder to induce any other Bidder to submit or not to submit a Bid for the purpose of restricting competition.
5. No relationship exists or will exist during the contract period between Bidder and the Agency or any other State agency that interferes with fair competition or constitutes a conflict of interest.

Certification Regarding Debarment

I certify that, to the best of my knowledge, neither Bidder nor any of its principals: (a) are presently or have been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal Agency or State Agency; (b) have within a five year period preceding this Bid been convicted of, or had a civil judgment rendered against them for commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of antitrust statutes; commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are presently indicted for or criminally or civilly charged by a government entity (federal, state, or local) with the commission of any of the offenses enumerated in (b) of this certification; and (d) have not within a three year period preceding this Bid had one or more public transactions (federal, state, or local) terminated for cause.

This certification is a material representation of fact upon which the Agency has relied upon when this transaction was entered into. If it is later determined that Bidder knowingly rendered an erroneous certification, in addition to other remedies available, the Agency may pursue available remedies including suspension, debarment, or termination of the contract.

Certification Regarding Registration, Collection, and Remission of Sales and Use Tax

Pursuant to *Iowa Code sections 423.2(10) and 423.5(8) (2013)* a retailer in Iowa or a retailer maintaining a business in Iowa that enters into a contract with a state agency must register, collect, and remit Iowa sales tax and Iowa use tax levied under *Iowa Code chapter 423* on all sales of tangible personal property and enumerated services. The Act also requires Bidders to certify their compliance with sales tax registration, collection, and remission requirements and provides potential consequences if the certification is false or fraudulent.

By submitting a Bid in response to the (RFB), the Bidder certifies the following: (check the applicable box)

- ☐ Bidder is registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by *Iowa Code chapter 423*; or
- ☒ Bidder is not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in *Iowa Code subsections 423.1(47) and (48)*.

Bidder also acknowledges that the Agency may declare the Bidder's Bid or resulting contract void if the above certification is false. The Bidder also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract in addition to other remedies available to Agency.

Sincerely,

Andra R. Knappek
Signature

Andra R. Knappek / Sales Director
Name and Title of Authorized Representative

08/12/20
Date

Attachment #2
Authorization to Release Information Letter

Alterations to this document are prohibited.

(Date) August 12, 2020

Julie Janssen, Issuing Officer
Iowa Department of Administrative Services
Hoover State Office Building, Level 3
1305 East Walnut Street
Des Moines, IA 50319-0105

Subject: Request for Bid – Authorization to Release Information

Dear Issuing Officer:

Bidder hereby authorizes the Iowa Department of Administrative Services ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Bidder in response to this Request for Bids (RFB).

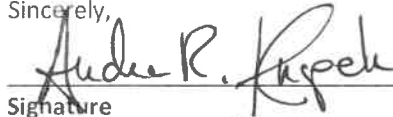
The Bidder acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Bidder acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the State or may otherwise hurt its reputation or operations. The Bidder is willing to take that risk.

The Bidder hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Bidder in response to the RFB.

The Bidder authorizes representatives of the Agency to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Bid submitted in response to RFB.

The Bidder further authorizes any and all persons, and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Bidder's Bid. The Bidder hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Bidder that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency in the evaluation and selection of a successful Bidder in response to RFB.

Sincerely,


Signature

Andra R. Knapik / Sales Director
Name and Title of Authorized Representative

08/12/20
Date

Attachment #3
Exceptions Form

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:
(Make additional pages if necessary)

- | Section | Exception |
|---|---|
| RFB0320005104 | |
| 1. 1.4 Contract Term | Proposed rates only apply to the agencies that are identified in this RFB. Spee Dee Delivery would be willing to consider these fixed rates for other Iowa agencies that have similar shipping characteristics. |
| RFB0320005104 | |
| 2. 1.5 Background Info. | For clarification, the service we are providing currently is NOT On-Call (pickups are scheduled). |
| RFB0320005104 | |
| 3. 3.3 Delivery Slip | Spee Dee Delivery will not provide delivery slips with each delivery (refer to response within Section 3-Specifications). |
| RFB0320005104 | |
| 4. 3.6 Late Delivery Notification | Spee Dee Delivery does not have the ability to provide late delivery notifications. We do not provide a guaranteed service nor do we offer liquidated damages. We may consider compensation on a case-by-case basis. |
| RFB0320005104 | |
| 5. 3.9 Loss | Shipments tendered to Spee Dee Delivery will fall within our Terms and Conditions (Effective January 6, 2020). In the event of loss, refer to the Terms and Conditions. Spee Dee Delivery's Limits of Liability are contained within the Terms and Conditions. Agency has the option to purchase additional Declared Value. |
| RFB0320005104 | |
| 6. Lot 1, Lines 1-5 | We will provide service on the days requested; however, we will observe the following holidays: Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Christmas Day and New Year's Day. Spee Dee Delivery will also observe an additional Floating Holiday - to be determined at the start of each year. |
| RFB0320005104 | |
| 7. 4.4 Terms of Pcard Acceptance | We do not process On-call orders online - we process over the phone. To our knowledge, we're not aware of Iowa agencies using On-call. Also, we will accept Pcard for payment of invoices but there is currently a 3% charge. Historically the State of Iowa has paid via check. |
| RFB0320005104 | |
| 8. 4.14 Criminal History and Background Information | Spee Dee Delivery conducts criminal history and/or background investigations on full-time employees. We would not consent to the Agency conducting criminal history and/or background investigations. |
| RFB0320005104 | |
| 9. 4.15 Insurance | Spee Dee Delivery does not carry Errors and Omissions Insurance as this coverage does not apply to our industry. |
| RFB0320005104 | |
| 10. 4.15 Insurance | Remove the word "changed" from (iii): not be canceled, reduced or changed without the Agency's prior written consent. |

**Attachment #3
Exceptions Form**

Please list any and all exceptions to this RFB in this section. Include section and reason for exception:
(Make additional pages if necessary)

- | | <u>Section</u> | <u>Exception</u> |
|-----|--|--|
| 1. | RFB0320005104
4.15.3 - Proceeds | Remove from paragraph this verbiage:
and Bidder hereby assigns to the agency and the state all of its rights in and to any and all payments and proceeds that may be made or payable under each policy of insurance required under this contract. |
| 2. | RFB0320005104
4.17 Nonprofits | We cannot offer these rates to other nonprofits or state agencies without knowing their shipping characteristics. |
| 3. | RFB0320005104
4.18 Payment Terms | Spee Dee Delivery's payment terms are net 30 days with no discount for early payment. |
| 4. | RFB0320005104
4.20 Public Entities | We cannot offer these rates to Political Entities, i.e. cities, counties, and schools without knowing their shipping characteristics. |
| 5. | RFB0320005104
4.22 Invoicing | We can only provide line item detail for agencies that use Spee Dee Ship software. Spee Dee would facilitate setting up e-manifests. |
| 6. | RFB0320005104
4.24 Adjustments in Pricing | Spee Dee Delivery will not comply with the last bullet point in this section. |
| 7. | General Terms and Conditions 1.15.26 | Records Retention and Access - Records are only retained for a period of three years. |
| 8. | General Terms and Conditions 1.15.26.5 | We feel this does not apply to Spee Dee Delivery. |
| 9. | General Terms and Conditions 1.15.27 | Audits or Examination of Records - Spee Dee Delivery conducts regular audits on our terms and will continue on our terms. Spee Dee Delivery requires in-person viewings of any documents. |
| 10. | | |

Attachment #4
Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE (BID) TO THE REQUEST FOR BIDS (RFB). THIS FORM 22 IS REQUIRED WHETHER THE BID DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE BID TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF BID DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF THE BID DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Bidder not requesting confidential treatment of information contained in its Bid shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Bid.

2. Confidential Treatment of Information is Requested

A Bidder requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Bid as containing confidential information, (3) mark each page upon which the Bidder believes confidential information appears and **CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a "Public Copy" from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Bidder: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Bidder to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFP. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Bid as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency and State personnel from any responsibility for maintaining the information in confidence. Bidders may not request confidential treatment with respect to pricing information and transmittal letters. A Bidder's request for confidentiality that does not comply with this form or a Bidder's request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting the Bid as non-responsive. Requests to maintain an entire Bid as confidential will be rejected as non-responsive.

If Agency receives a request for information that Bidder has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Bidder shall, at its sole expense, appear in such action and defend its request for confidentiality. If Bidder fails to do so, Agency may release the information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Bidder fails to comply with the request process set forth herein, if Bidder's request for confidentiality is unreasonable, or if Bidder rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Bidder and with or without affording Bidder the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Bidder acknowledges that bid response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this bid response.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid.

**Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.*

Spee Dee Delivery Service, Inc. RFB0320005104

Company

RFB Number

Statewide On Call
Courier Services

RFB Title

Andrea R. Lopez

Signature (required)

Sales Director

Title

08/12/20

Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

*The below information is to be completed and signed **ONLY** if Bidder is requesting confidential treatment of any information submitted in its Bid.*

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A BIDDER MAY NOT REQUEST PRICING FOR BIDS BE HELD IN CONFIDENCE.**

Completion of the Form and Agency's acceptance of Bidder's submission does not guarantee the agency will grant Bidder's request for confidentiality. The Agency may reject Bid entirely in the event Bidder requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Bid that are improper under the RFB.

Please provide the information in the table below. Bidder may add additional lines if necessary or add additional pages using the same format as the table below.

RFB Section:	Bidder must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Bidder must justify why the information should be kept in confidence.	Bidder must explain why disclosure of the information would not be in the best interest of the public.	Bidder must provide the name, address, telephone, and email for the person at Bidder's organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Bid. The Bidder shall place this Form completed and signed in its Bid immediately following the transmittal letter. A copy of this document shall be placed in all Bids submitted including the Public Copy.

****If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Bidder's submittal to request confidentiality or rejection of the Bid as being non-responsive.***

****Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Bid. If signing this Part 2, do not complete Part 1.***

Company

RFB Number

RFB Title

Signature (required)

Title

Date

SECTION 3 – SPECIFICATIONS

3.1 On-Call Courier Services

Historically over the past six years that we've provided service to the State of Iowa, the level of service has been a *scheduled* service of pickups and deliveries of misc. parcels. There is a provision for bidder to provide an On-Call Service (see attached On-Call Rate Chart). To the best of our knowledge the State of Iowa has not used our On-Call Service.

3.2 Tracking System

Spee Dee Delivery will provide free shipping software to all agencies upon request (now being used by agencies currently under contract). This software allows state agencies to track their packages. Every shipment that is processed has a unique tracking number which allows the agency to go to speedeedelivery.com to check the status of the delivery. Spee Dee Delivery currently saves all tracking and delivery data for three years.

3.3 Delivery Slip

Spee Dee Delivery will not provide delivery slips with each delivery. The shipping manifest provides the documentation regarding the origin and destination of the shipments. This ties into our handheld delivery PAD to provide final mile delivery information including date of delivery, time of delivery, and name verification.

3.4 Emergency Contacts

Primary:

Nathan Schramm (Sales Manager)
800-541-1052 (office phone)
320-237-8638 (cell phone)
nschramm@speedeedelivery.com

Secondary:

Ron Watson (State Manager)
800-541-1052 (office phone)
320-237-8488 (cell phone)
rwatson@speedeedelivery.com

3.5 Package Handling

Shipper is responsible for providing sufficient packaging.

3.6 Late Delivery Notification

Spee Dee Delivery does not have the ability to provide late delivery notifications. In addition, we do not provide a guaranteed service nor do we offer liquidated damages. We may consider some form of compensation for a delayed delivery on a case-by-case basis.

3.7 Vehicle and Storage Facility Requirements

All Spee Dee Delivery facilities within the State of Iowa are secure buildings. All shipments are stored inside. Vehicle equipment is inspected and registered per state guidelines. All of our drivers are company employees (no IC's).

3.8 Bidder Driver and Employee Conduct

All of our drivers are uniformed company employees. Through training we instill a high level of professionalism in a businesslike manner.

3.9 Loss

Shipments tendered to Spee Dee Delivery fall within our Terms and Conditions (Effective January 6, 2020)

which is included with this bid. In the event of loss, refer to the Terms and Conditions. Spee Dee Delivery's Limits of Liability are contained within the Terms and Conditions. Agency has the option to purchase additional Declared Value.

PROPOSED CONTRACT LANGUAGE CHANGES

Listed below are Spee Dee Delivery's proposed contract language changes. Spee Dee Delivery is willing to work with the State of Iowa in regards to the proposed language changes to develop a mutually acceptable agreement:

Verbiage to be included in Contract (specifically in regards to Lot 1, Lines 1-5)

Bidder will provide service on the requested days. However, please note that Bidder will be closed the following holidays and service will not be provided:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, Bidder will observe one additional Floating Holiday – to be determined at the start of each year.

1.4 Contract Term

Verbiage is acceptable with the following change:

Remove "The resulting contract will be available to all State Agencies" and replace with "Proposed rates only apply to the agencies that are identified in this RFB. Bidder would be willing to consider these rates for other Iowa agencies that have similar shipping characteristics".

1.5 Background Information

Acceptable with the following changes:

Reword third section:

There are scheduled pickups for identified state agencies. Agencies may opt to utilize On-Call Services in addition. The pickup and delivery locations include various entities across the State of Iowa.

Reword fifth section:

The resulting Contract may be available to all State Agencies and Political Subdivisions based upon their shipping characteristics.

3.3 Delivery Slip

Reword language:

Bidder will not provide delivery slips with each delivery. The shipping manifest provides the documentation regarding the origin and destination of shipments. This ties into the Bidder's handheld delivery PAD to provide final mile delivery information including date of delivery, time of delivery, and name verification.

3.6 Late Delivery Notification

Reword language:

Bidder does not have the ability to provide late delivery notifications. Bidder does not provide a guaranteed service nor offer liquidated damages. Bidder may consider compensation on a case-by-case basis.

3.9 Loss

Reword language:

Shipments tendered to Bidder will fall within the Bidder's Terms and Conditions (Effective January 6, 2020)

provided. In the event of loss, refer to the Bidder's Terms and Conditions. Bidder's Limits of Liability are contained with the Terms and Conditions. Agency has the option to purchase additional Declared Value.

4.3 Terms and Conditions

Due to various changes throughout, we felt it was appropriate to add to this provision:
The parties agree to comply with the terms and conditions in the VSS solicitation which are by this reference made a part of this agreement – with changes as noted by contract revisions.

4.4 Terms of Pcard Acceptance

Language acceptable with the addition of three bullet points:

- * Pcards are an acceptable form of payment but are subject to a 3% credit card charge.
- * ACH payments and check payments are acceptable and are not subject to the 3% charge. Agency must contact Bidder if interested in setting up ACH payments.
- * On-Call orders are not processed online – orders are processed over the phone. On-Call rates are not subject to a 3% credit card charge (charges already built into pricing).

4.7 Terminations, Litigation, Debarment

Language is acceptable – just want to reiterate that Spee Dee Delivery and its owners, officers, or primary partners have not been involved in any terminations, litigation or debarment as described in this section that would preclude Spee Dee Delivery from conducting business with the State of Iowa. Owners, officers, or primary partners have no felony convictions. Recognized as a continuing disclosure requirement.

4.14 Criminal History and Background Information

Reword language:

Spee Dee Delivery conducts criminal history and/or background investigation(s) as a condition of full-time employment. We would not consent to the agency conducting criminal history and/or background investigations.

4.15 Insurance

We would accept this provision with a few changes:

- Remove the Errors and Omissions Insurance requirement as this coverage does not apply to our industry.
- Remove the word "changed" within the provision reword to read: ..."All insurance policies required by this Contract shall: (i) be subject to the approval of the agency; (ii) remain in full force and effect for the entire term of this Contract; and (iii) not be canceled or reduced without the Agency's prior written consent".

4.15.3 Proceeds

Reword language:

In the event the Agency or the State suffers a loss that may be covered under any of the insurance policies required, neither the bidder nor any subsidiary or affiliate thereof shall have any right to receive or recover any payments or proceeds that may be made payable under such policies until the Agency and/or the State have fully recovered any losses, damages or expenses sustained or incurred by it (subject to applicable policy limits).

4.17 Nonprofits

Reword language:

Bidder would be willing to review nonprofit entities that qualify under I.R.S. 501 (c) provisions to determine if contract could be made available to them, based upon their shipping characteristics.

4.18 Payment Terms

Reword language:

Bidder's payment terms are net 30 days with the option for the Agency to select monthly billing (similar to existing Contract). No discount is offered for early payment.

4.20 Public Entities (Political Subdivisions)

Reword language:

The resulting Contract could be made available to Political Entities, i.e. cities, counties, and schools based upon their shipping characteristics.

4.22 Invoicing

All invoicing will be submitted to the attention of "Accounts Payable" and addressed to the facility receiving the goods or services. The State may opt for monthly billing and shall pay the Contractor within a net 30 days (similar to existing Contract), after receipt of the Contractor's invoice for the goods and/or services supplied by the contractor in the prior calendar month. Bidder can provide line item detail for agencies that use Speede Ship Software. Bidder would facilitate setting up e-manifests to provide billing detail. The remit to address on the invoice must match the remit to address that was submitted with registration to do business with the State of Iowa. Payment terms on the invoice must match the payment terms agreed to in the RFB bid submission.

4.24 Adjustments in Pricing

Remove entire last bullet point in this section. Other language is acceptable.

General Terms and Conditions 1.15.26 Records Retention and Access

Language is acceptable with one exception: reword to indicate that bidder only retains records for a period of three years.

General Terms and Conditions 1.15.26.5

Remove in its entirety. We do not feel this applies to Bidder.

General Terms and Conditions 1.15.27.1 and 1.15.27.2

Remove and replace with language:

Bidder conducts regular audits on our terms and will continue on our terms. Bidder would require in-person viewings of any records.

BIDDER REFERENCES

- 1. Coborns Central Pharmacy**
Matthew Pederson
(320) 202-8343
- 2. Hardware Distributors**
Steve Brunner
320-255-9850
- 3. Aveda**
Dave Nordine
763-951-4804

SPEE DEE

DELIVERY SERVICE, INC.



On-Call Rate Chart

Effective January 6, 2020

Weight not to Exceed	Rate - Zones				
	2	3	4	5	6
1	6.00	6.41	6.59	6.88	7.21
2	6.54	6.96	7.55	7.70	8.10
3	6.63	7.28	7.96	8.16	8.61
4	6.78	7.45	8.32	8.70	9.04
5	6.96	7.55	8.66	9.05	9.36
6	7.16	7.75	8.77	9.28	9.55
7	7.46	7.99	8.95	9.49	9.80
8	7.74	8.15	9.16	9.66	10.13
9	7.91	8.32	9.32	9.81	10.34
10	8.07	8.39	9.38	9.91	10.64
11	8.35	8.65	9.43	10.08	10.91
12	8.51	8.86	9.51	10.24	11.31
13	8.66	8.98	9.57	10.34	11.64
14	8.84	9.25	9.69	10.56	12.24
15	8.98	9.54	9.80	10.88	12.81
16	9.10	9.68	9.95	11.05	13.29
17	9.19	9.99	10.14	11.51	13.99
18	9.31	10.11	10.43	12.10	14.63
19	9.43	10.45	10.81	12.55	15.26
20	9.59	10.79	11.19	13.06	15.91
21	9.75	11.09	11.54	13.56	16.56
22	10.00	11.34	11.98	14.05	17.24
23	10.21	11.70	12.35	14.54	17.89
24	10.40	12.01	12.74	15.01	18.58
25	10.66	12.35	13.08	15.43	19.24
26	11.05	12.73	13.59	16.06	20.11
27	11.27	13.00	13.90	16.56	20.79
28	11.46	13.34	14.33	17.06	21.45
29	11.73	13.60	14.73	17.46	22.05
30	12.00	13.93	15.18	17.99	22.70
31	12.19	14.13	15.53	18.46	23.34
32	12.45	14.65	16.20	19.26	24.39
33	12.60	14.98	16.60	19.77	25.01
34	12.74	15.33	16.98	20.26	25.71
35	12.94	15.67	17.35	20.76	26.35
36	13.15	15.80	17.68	21.29	27.03
37	13.36	16.18	18.00	21.72	27.59
38	13.59	16.41	18.41	22.29	28.21
39	13.76	16.74	18.83	22.73	28.93
40	13.93	17.11	19.26	23.20	29.53
41	14.11	17.36	19.58	23.64	30.18
42	14.31	17.60	19.96	24.08	30.89
43	14.50	17.88	20.35	24.58	31.65
44	14.69	18.17	20.69	25.04	32.23
45	14.78	18.47	21.09	25.53	32.76
46	14.92	18.65	21.38	26.01	33.33
47	15.01	18.75	21.70	26.46	33.76
48	15.13	18.90	21.99	26.88	34.25
49	15.26	19.09	22.29	27.36	34.54
50	15.35	19.24	22.51	27.45	34.71

Weight not to Exceed	Rate - Zones				
	2	3	4	5	6
51	15.41	19.34	22.66	28.42	34.83
52	15.50	19.40	22.81	28.81	34.93
53	15.61	19.58	22.91	29.18	35.14
54	16.23	20.33	23.88	29.56	35.44
55	16.36	20.46	24.06	30.01	35.54
56	16.46	20.66	24.30	30.41	36.84
57	16.69	20.86	24.39	30.84	37.23
58	16.85	21.03	24.63	31.19	37.64
59	17.01	21.20	24.79	31.48	37.96
60	17.16	21.45	25.06	31.71	38.31
61	17.34	21.75	25.23	32.08	38.68
62	17.48	22.08	25.38	32.34	38.92
63	17.75	22.39	25.50	32.57	39.19
64	17.99	22.73	25.71	32.78	39.45
65	18.26	23.08	26.00	32.99	39.79
66	18.46	23.42	26.25	33.17	40.23
67	18.61	23.65	26.66	33.29	40.51
68	18.79	23.90	27.05	33.74	40.76
69	18.95	24.08	27.43	34.20	40.95
70	19.08	24.30	27.80	34.61	41.43
71	20.06	25.61	29.34	36.46	43.54
72	20.67	25.90	29.73	36.91	44.05
73	21.65	26.20	30.15	37.38	44.64
74	22.65	27.08	30.59	37.88	45.31
75	23.46	27.84	30.99	38.51	45.94
76	24.35	28.78	31.38	39.16	46.55
77	25.30	29.42	32.09	39.66	47.09
78	26.06	29.99	32.79	40.08	47.65
79	27.00	30.90	33.59	40.71	48.31
80	27.71	31.78	34.39	41.28	49.13
81	28.35	32.33	35.17	41.59	49.79
82	29.29	33.06	36.00	42.36	50.08
83	30.15	33.76	36.80	42.64	50.85
84	31.01	34.58	37.51	43.45	51.61
85	31.88	35.41	38.22	44.26	52.41
86	32.66	35.67	39.00	44.88	53.05
87	32.78	35.95	39.90	45.24	53.69
88	32.90	36.80	40.61	46.05	54.40
89	33.28	37.45	41.39	46.86	55.09
90	33.40	38.05	42.01	47.33	55.38
91	33.59	38.70	42.81	47.95	55.95
92	33.68	40.59	43.45	48.59	56.68
93	34.39	41.39	44.28	49.29	57.10
94	34.85	42.11	44.91	49.93	57.79
95	34.94	42.84	45.61	50.58	58.14
96	35.00	43.39	46.36	51.14	58.50
97	35.07	43.71	47.07	51.95	59.19
98	35.15	43.90	47.99	52.58	59.86
99	35.24	44.13	48.90	53.22	60.55
100	35.34	44.21	49.81	54.01	61.21

SPEE DEE

DELIVERY SERVICE, INC.



On-Call Rate Chart

Effective January 6, 2020

Weight not to Exceed	Rate - Zones				
	2	3	4	5	6
101	37.48	45.79	50.71	54.79	61.88
102	39.64	47.76	51.31	55.49	62.53
103	41.73	48.76	51.94	56.04	63.13
104	42.66	49.49	52.54	56.66	63.69
105	44.76	50.24	53.15	57.25	64.31
106	46.80	50.99	53.75	57.82	64.90
107	48.93	51.75	54.35	58.40	65.48
108	50.51	52.49	54.99	58.99	66.08
109	52.59	53.22	55.61	59.56	66.65
110	53.43	54.00	56.22	60.14	67.30
111	54.11	54.60	56.85	60.72	67.88
112	54.68	55.19	57.47	61.31	68.45
113	55.25	55.76	58.10	61.89	69.06
114	55.82	56.40	58.71	62.50	69.66
115	56.43	57.03	59.40	63.08	70.24
116	57.03	57.63	60.01	63.55	70.69
117	57.59	58.24	60.61	64.13	71.28
118	58.21	58.86	61.26	64.72	71.88
119	58.83	59.50	61.89	65.28	72.45
120	59.83	60.10	62.55	65.88	73.04
121	60.49	60.60	63.19	66.35	73.50
122	60.93	61.14	63.79	66.95	74.09
123	61.54	61.74	64.44	67.51	74.70
124	62.13	62.30	65.13	68.13	75.28
125	62.73	62.94	65.77	68.72	75.86
126	63.36	63.54	66.43	69.15	76.31
127	63.95	64.18	67.10	69.75	76.89
128	64.60	64.70	67.75	70.35	77.46
129	65.21	65.31	68.40	70.96	78.06
130	65.81	65.93	69.01	71.53	78.64
131	66.46	66.56	69.71	72.02	79.08
132	67.07	67.21	70.35	72.60	79.65
133	67.69	67.86	71.03	73.16	80.23
134	68.32	68.46	71.71	73.78	80.81
135	68.84	69.14	72.38	74.39	81.46
136	69.41	69.78	73.04	75.03	82.14
137	70.01	70.48	73.74	75.58	82.61
138	70.65	71.13	74.45	76.28	83.44
139	71.28	71.83	75.14	76.91	84.06
140	71.93	72.49	75.86	77.54	84.71
141	72.58	73.18	76.58	78.15	85.21
142	72.83	73.84	77.28	78.79	85.85
143	73.49	74.54	78.00	79.43	86.51
144	74.15	75.24	78.72	80.04	87.16
145	74.39	75.94	79.43	80.70	87.83
146	75.04	76.61	80.18	81.33	88.46
147	75.68	77.34	80.93	81.98	89.10
148	76.16	78.01	81.63	82.61	89.76
149	76.58	78.72	82.35	83.25	90.41
150	77.22	79.43	83.70	86.02	91.10

WEIGHT AND SIZE LIMITS

Maximum Weight per package - 150 pounds
Maximum Size - length, girth combined - 170 inches
Maximum Length - 10 feet

ADDITIONAL CHARGES

Deferred Next-Day Pick-Up Charge - \$8.00 per shipment
Expedited Same-Day Pick-Up Charge - \$11.00 per shipment
For each Address Correction - \$10.00
For each package with Declared Value over \$100 -
\$.90 for each add'l \$100 or fraction thereof w/ \$2.70 min.
Maximum of \$5,000 per package liability
For each Hazardous Package - \$18.00 plus weight of pkg
Over Maximum Limits - \$60.00
Island Ferry Fee - \$9.00 per pkg, ZIP codes 54246, 54850
A.O.D. Services - \$4.50 (2 delivery attempts)
Direct Delivery
Indirect Delivery
Adult Signature required

Delivery Area Surcharge - \$1.00 per package based on
DAS ZIP Codes listed at www.speedeedelivery.com

Oversize Rates and Measures

- Applies to packages measuring 130 to 170 inches
- Packages 100 pounds or less use oversize rate only
- Packages weighing 101 - 150 pounds use
weight rate plus oversize rate

Oversize Rates

Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
75.00	81.25	87.50	93.75	100.00

Shipment Weight Rates

This service is designed for multiple package shipments.

Requirements

- 200 pound minimum - deficit weight allowed
- No minimum dollar amounts apply
- Packages in the shipment must average 15 pounds or
greater or they default back to a per package charge
- No single package may exceed 100 pounds

Rate per hundred pounds

Billed Wgt	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6
200 - 499	29.53	36.54	38.44	46.34	58.22
500 +	25.51	31.76	33.40	40.36	50.51

Example: Zone 2 shipment weighing 220 pounds
220 pounds / 100 = 2.2 X \$29.53 charges = \$64.97

Exclusions: Packages weighing 101 - 150 pounds,
Oversize, AOD Service, Hazardous Materials Packages,
Maximum per package Declared Value is \$100



SPEE DEE DELIVERY SERVICE, INC.

Index-based Package Fuel Surcharge

Effective February 6, 2017, our Index-based surcharge is as follows. The surcharge is based on the National U.S. Average On-Highway Diesel Fuel Prices reported by the U.S. Department of Energy. The surcharge is adjusted weekly – changes are effective Monday thru Sunday, using the price from two weeks prior.

The following table illustrates the surcharge:

National U.S. Average On-Highway Diesel Fuel Price (\$/gallon)

At Least:	But less Than:	Surcharge:
\$1.94	\$2.06	4.25%
\$2.06	\$2.18	4.50%
\$2.18	\$2.30	4.75%
\$2.30	\$2.42	5.00%
\$2.42	\$2.54	5.25%
\$2.54	\$2.66	5.50%
\$2.66	\$2.78	5.75%
\$2.78	\$2.90	6.00%
\$2.90	\$3.02	6.25%
\$3.02	\$3.14	6.50%
\$3.14	\$3.26	6.75%
\$3.26	\$3.38	7.00%
\$3.38	\$3.50	7.25%
\$3.50	\$3.62	7.50%
\$3.62	\$3.74	7.75%
\$3.74	\$3.86	8.00%

Note: For prices at or above \$3.86, the fuel surcharge will equal 8.00% plus an additional 0.25% for each additional \$0.12 in fuel price.

We thank you for your patronage.

4101 Clearwater Road
PO Box 1417
St Cloud MN 56302-1417

Corporate Headquarters:

Telephone (320) 251 - 6697
Fax (320) 251 - 1846

Equal Opportunity Employer

Spee Dee Delivery Service, Inc.

4101 Clearwater Road, St Cloud, MN 56301

Rules 2020, ver 1

Effective: January 6, 2020

Terms and Conditions

Table of Contents

Service Rules

- Section 1. Shipping Rules and Definitions
- Section 2. General Provisions
- Section 3. Claims Policies
- Section 4. Limitations of Liability

1. SHIPPING RULES

- 1.002 All shipments are subject to Spee Dee Delivery's Terms and Conditions in effect on the date of shipment, which are available upon request or at www.speedeedelivery.com.
- 1.005 At time of pickup, the shipper is responsible for providing accurate and complete shipment information for all packages on an approved shipping document or in an approved manner. Approved methods include the use of
Spee Dee Ship software,
Third party software listed under Vendor Links at www.speedeedelivery.com,
Spee Dee Delivery shipping books
Individually agreed upon Electronic submissions
- 1.010 The term "package" means an item designated by the shipper in the shipping book or manifest to be treated as one shipping unit. A "package" may consist of smaller items which have been unitized, strapped, or fastened together by the shipper but shall never the less be considered as a single item for all purposes including the determination of Spee Dee Delivery's rates and charges, loss and damage claims, and purchasing of declared value coverage.
- 1.015 Spee Dee Delivery's days in transit are not guaranteed.
- 1.020 Spee Dee Delivery shall not be held liable for service interruption arising from situations beyond our control. These may include, but are not limited to: improperly packaged shipments, incorrect shipping information, inability to obtain consignee signature, refusal of shipment, riots, strikes or labor disputes, natural disasters, and acts of God.
- 1.025 Spee Dee Delivery shall have the right, but is not required, to open and inspect all packages tendered to it for delivery.
- 1.030 Spee Dee Delivery reserves the right to refuse to provide service for any package, to or from any location, or to provide alternative service arrangements, when Spee Dee Delivery, in its sole discretion, deems that it is unsafe or economically or operationally impractical to provide service.
- 1.035 The maximum weight of a package which will be accepted by Spee Dee Delivery for delivery is 150 pounds. The maximum size (length and girth combined) of a package which will be accepted by Spee Dee Delivery for delivery is 170 inches. The maximum length of a package which will be accepted by Spee Dee Delivery for delivery is 10 feet.
- 1.040 Packages weighing 101-150 lbs. require a red Heavy Package label, provided by Spee Dee Delivery. Apply Heavy Package label near the address label. Heavy Package labels identify packages requiring two persons to handle. Packages weighing 101-150 lbs. require shipper provided handling assistance at both origin and destination locations.
- 1.045 Spee Dee Delivery accepts non-bulk quantities of Table 2 hazardous materials (49 CFR 172.504), in accordance with 49 CFR parts 100-180. Anyone intending to offer a hazardous material for shipment with Spee Dee Delivery must be in compliance with the Federal Regulations in regards to training (172.700). The shipper is responsible for proper labeling and marking of packages in accordance with US DOT requirements. A

properly completed Hazardous Materials Shipping Sheet must accompany each shipment. Spee Dee Delivery will not accept for delivery any hazardous materials which require a vehicle placard.

- 1.050 Items may be strapped or taped together provided they are of uniform size and each box is correctly labeled and contains the proper shipper number.
- 1.060 All items shipped should be free of dirt and grease with no sharp corners or objects protruding from the package. Sharp objects must be taped.
- 1.070 Conduit, PVC, grounding rods, etc. should be strapped or taped together with strong tape. Proper shipping label must be taped to pipe. Items with wired or tie-on tags will not be accepted.
- 1.080 All pick-up tags must be addressed back to the shipper. No drop shipments will be accepted. Refer to our On-Call Pick-Up Service for your drop shipping needs.
- 1.085 Labels should be applied on top of packages. Packages must contain only one label. Computer generated labels are preferred.
- 1.090 All boxed items must be shipped in a sealed container or box with adequate packaging.
- 1.100 Product boxes and factory packaging may not be considered adequate packaging. An item shipped between two sheets of cardboard is not considered adequate packaging.
- 1.120 Packaging must protect all sides of the package - top, bottom and sides.
- 1.130 Fragile packages must be labeled accordingly.
- 1.135 Orientation arrows should be used but do not guarantee package orientation throughout our system.
- 1.140 Shippers of transmissions, gas tanks, torque converters or similar products that have not been drained are subject to immediate termination of their account. Leaking transmissions, gas tanks and torque converters will not be transported and will have to be picked up by the shipper or the consignee at the Spee Dee Delivery terminal where the package is located.
- 1.150 Glass bottles or items must have dividers to protect the product.

2. GENERAL PROVISIONS

- 2.010 The shipper will be held responsible for damage to other packages due to poorly packed or leaking packages or otherwise caused by the shipper.
- 2.015 Packages may travel down a conveyor track and therefore must withstand a 36" fall.
- 2.020 Delivery Confirmation Adult Signature Required - A shipper may request Spee Dee Delivery to obtain the signature of an adult either 18 or 21 years of age or older. An additional charge, set forth in the Spee Dee Delivery Rates applicable to the shipment in effect at the time of shipping, will be assessed. Spee Dee Delivery, in its sole discretion, will determine if delivery can be completed when such a request is made,

and may request photo identification indicating the recipient's age, before completing delivery.

- 2.030 It is the responsibility of the shipper to ensure that a shipment tendered to Spee Dee Delivery does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment. No service shall be rendered by Spee Dee Delivery in the transportation of any shipment that is prohibited by law or regulation of any federal, state, provincial, or local government in the origin or destination country.
- 2.040 Spee Dee Delivery reserves the right to refuse to provide service, among other reasons, for any package which by reason of the dangerous or other character of its contents may, in the sole judgment of Spee Dee Delivery, soil, taint, or otherwise damage other packages or Spee Dee Delivery's equipment, or which is improperly or insecurely packed or wrapped.
- 2.050 Shipper is responsible for meeting all of the requirements for proper packaging, marking and labeling of hazardous materials as set forth in 49 C.F.R. parts 100-180. Spee Dee Delivery reserves the right to charge, and the shipper agrees to pay, for all costs resulting from improperly packed hazardous materials, or the cost of disposal if the shipper refuses to accept a returned item. The shipper agrees to indemnify, defend, and hold harmless Spee Dee Delivery, its officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses, liabilities, causes of action, enforcement procedures, and suits of any kind or nature brought by a governmental agency or any other person or entity arising from or relating to the transportation of a Hazardous Materials package, or from the shipper's non-compliance with governmental laws or regulations applicable to the transportation of Hazardous Materials. Under no circumstances shall Spee Dee Delivery be liable for special, incidental, or consequential damages arising from the transportation of a Hazardous Materials shipment.
- 2.055 Alcoholic beverages
- Spee Dee Delivery will only accept alcohol shipments from licensed shippers. Alcohol shipments to residences must contain an AOD tag and the statement "Adult Signature Required Upon Delivery" in large and conspicuous letters. Adult means a person 21 years of age or older. Shippers are solely responsible for following all applicable laws and regulations, which may vary according to each state.
- 2.060 Tobacco products
- Spee Dee Delivery will only accept tobacco products from an account shipper that is a licensed distributor/dealer shipping to another licensed distributor/dealer. The shipper is solely responsible to be in compliance with all regulations, which may vary according to state.
- 2.065 Firearms
- The safe and proper shipping of firearms is the sole responsibility of the shipper.**
- Spee Dee Delivery's assistance in proper shipping is limited to directing shippers to the appropriate law enforcement agency for training.

The shipping of Firearms is limited to regular shippers who are properly licensed and have advised Spee Dee Delivery *in writing* of their intent to ship firearms.

Packages containing a firearm require the use of an Acknowledgement Of Delivery (AOD) Tag and the statement "Adult Signature Required Upon Delivery" in large and conspicuous letters. Adult means a person 21 years of age or older.

2.070 Address corrections policy

Spee Dee Delivery will attempt to deliver any package as addressed by the shipper. If the package has an incorrect or incomplete address, Spee Dee Delivery will make reasonable efforts to secure the correct address. Examples of bad addresses include but are not limited to: PO Boxes, Rural Route Box numbers if 911 addresses exist, missing suite or apartment numbers, old addresses, and missing or incorrect zip codes. If correct address is secured, Spee Dee Delivery will attempt delivery and the shipper will be provided the correct address to update their records. An additional charge will be assessed for an address correction.

2.075 Manual Processing Charges

Noncompliant customers who do NOT update their shipping manifest software to current rates will be charged Spee Dee Delivery On-Call base rates.

Customers who opt to use the Spee Dee Delivery handwritten shipping logbook for their shipments will be charged Spee Dee Delivery On-Call base rates.

Package weight omissions:

When a shipper using the Spee Dee Delivery handwritten shipping logbook fails to enter a package weight, a 50 pound package charge will be recorded.

3. CLAIMS POLICIES

- 3.010 All claims must be handled through Spee Dee Delivery's Claims Department, not its Accounts Receivable Department. Claimants may not deduct amounts of pending claims from charges owed to Spee Dee Delivery. The shipper waives any and all rights, including statutory and common law rights, pertaining to applying claim amounts against charges owed to Spee Dee Delivery.
- 3.020 Spee Dee Delivery works with the shipper only, not the consignee, when processing a claim.
- 3.030 The shipper is responsible for filing any loss or damage claim with Spee Dee.
- 3.040 Merchandise must be in original shipping container with original packing.
- 3.050 Damaged merchandise must be available for pick up by Spee Dee Delivery or the claim may be denied.

- 3.060 A Spee Dee Delivery representative will inspect the damaged package to determine if Spee Dee Delivery will pay a claim.
- 3.070 Any loss or damage claim must be submitted in writing on a claim form provided by Spee Dee Delivery.
- 3.080 Shippers that manufacture their own products or sell recycled or used products need to subtract their percentage of profit and list only their cost on the claim form. Also attach a copy of their customer invoice.
- 3.090 Claims for loss and damage must be filed within 9 months after the delivery of the property, except that claims for failure to make delivery must be filed within 9 months after a reasonable time for delivery has lapsed. Any suit for loss, damage, injury or delay shall be instituted against Spee Dee Delivery by shipper no later than two years and one day from the date when written notice is given by Spee Dee Delivery to the shipper that Spee Dee Delivery has disallowed the claim or any part or parts of the claim specified in the notice.

Where claims are not filed or suits are not instituted thereon in accordance with the foregoing terms, Spee Dee Delivery shall have no liability and such claims will not be paid by Spee Dee Delivery.

4. LIMITATIONS OF LIABILITY

- 4.010 Spee Dee Delivery's maximum liability for loss and damage is \$100.00 per package unless shipper elects to purchase declared value coverage as set forth in Section 4.020 below. Spee Dee Delivery will pay the shipper's replacement cost (not the retail or wholesale cost charged by the shipper).
- 4.020 To request declared value coverage for a package with a value over \$100, the shipper must enter the amount of declared value coverage requested in the declared value column of the Shipping Book or Manifest. (Note: the insurance column in older shipping books or manifests). The cost of the declared value coverage is 90 cents for each \$100 in coverage, or fraction thereof, up to a maximum of \$44.10 for the maximum declared value policy coverage of \$5,000. This charge is in addition to any other applicable charge. With LTL shipments both the BOL and package must be clearly labeled as having additional declared value. Pick-up tags may not be used to request declared value coverage.

Shipper will be required to furnish proof for any claim for loss or damage. In no event shall Spee Dee Delivery's liability exceed the shipper's replacement cost.

Declared value coverage is available for loss, but not for damage, for the following items:

- a. un-boxed items, e.g. tires, pails, bags, etc.
- b. items that are taped or banded to another package
- c. items with loose caps

- d. paint stain and similar materials shipped with cans without at least four clips per can to hold the lid on
 - e. cultured marble products such as sinks or vanity tops
 - f. porcelain or china such as sinks, toilet bowls, or similar products
 - g. auto glass
 - h. recycled items
 - i. automobile parts shipped in wrap and tie form fitting cardboard
 - j. automotive type batteries that are not shipped in a box with protection on all sides and bottom
 - k. perishable items, including animals or insects or other products affected by heat or cold or time
 - l. glass shipments (any glassware, tile, or glass bottles).
 - m. bagged shipments
 - n. light bulbs or tanning bulbs
 - o. float glass and sheet glass
 - p. any item picked up with a Pick-Up Tag
- 4.030 Claims will not be paid on concealed damage (damage not notated on delivery receipt).
- 4.035 Loss claims will not be paid for packages left at residences. Shippers who require a signature at a residence must adhere an A.O.D. (Acknowledgement of Delivery) tag to package.
- 4.040 Packages can be traced 12 months previous to the current date.
- 4.050 Spee Dee Delivery will accept unboxed items for delivery, but will not pay damage claims on such items; i.e. tires, pails, bags etc.
- 4.055 Spee Dee Delivery will not accept for delivery cash, coins, stocks, bonds or equivalent. Claims will not be paid on these items.
- 4.060 Claims will not be paid on items that fall out of packages.
- 4.065 Flowers shipped with water must be appropriately sealed. Claims will not be paid on wet pack shipping. Damages incurred by leaking shipments will be the responsibility of the original shipper.
- 4.070 Spee Dee Delivery will not be responsible for lost items that are taped or banded to another item.
- 4.080 Spee Dee Delivery will not be responsible for items with loose caps or faulty packaging.
- 4.090 All paint, stain and similar cans of any size must have a minimum of 4 clips per can to hold the lid on. Claims will not be paid if clips are not used. Pails can be shipped unboxed with label placed on top but damage claims will not be paid.
- 4.100 For glass shipments (any glassware, tile, glass bottles); damage claims will only be paid if more than 50% of a package's contents are damaged.
- 4.110 Claims will not be paid on light bulbs or tanning bulbs unless more than 50% of the bulbs are broken.
- 4.120 Claims will not be paid on cultured marble products such as sinks or vanity tops.

- 4.130 Claims will not be paid on porcelain or china such as sinks, toilet bowls or similar products.
- 4.140 Float glass and sheet glass must be enclosed in a wood frame for shipping or damage claims will not be paid. Claims will not be paid unless more than 50% of the product is broken.
- 4.150 Claims will not be paid on auto glass.
- 4.160 Claims will not be paid on used or recycled items.
- 4.170 Claims will not be paid on automobile parts shipped in wrap and tie form fitting cardboard.
- 4.180 Claims will not be paid on automotive type batteries that are not shipped in a box with protection on all sides and bottom.
- 4.190 Claims will not be paid on perishable items including animals or insects; i.e. anything affected by heat or cold or time.
- 4.200 Claims will not be paid on any item frozen in transit.
- 4.210 Claims will not be paid on packages handled by another delivery company.
- 4.220 Spee Dee Delivery shall not be liable in any way for any indirect, special, incidental, exemplary, consequential, or punitive damages, or damages for loss of profits, use or opportunity, whether or not such damages were foreseen or unforeseen, and whether or not Spee Dee Delivery was advised of the possibility of such damages.