



ALAMEDA COUNTY
AUDITOR-CONTROLLER AGENCY
MELISSA WILK
AUDITOR-CONTROLLER/CLERK-RECORDER

May 17, 2022

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, CA 94612-4305

Dear Board Members:

**SUBJECT: AUTHORIZE A CONTRACT WITH FEDERAL EXPRESS CORPORATION
FOR EXPRESS MAILING SERVICES; PROCUREMENT CONTRACT
NO.23891; AMOUNT \$400,000**

RECOMMENDATION:

Approve and authorize the Auditor-Controller Agency's participation in the State of California National Association of State Procurement Officials (NASPO) Contract No. 7-22-99-45-02 (addendum to State of Utah's Master Agreement No. MA454) with Federal Express Corporation, Piggyback Procurement Contract No. 23891; (Principal: Elaine Heath, Worldwide Account Manager, Location: Memphis, Tennessee) for the period of 07/01/2022 through 03/02/2025, in the amount of \$400,000 for express mailing services of official public records.

DISCUSSION/SUMMARY:

The Clerk-Recorder's Office of the Auditor-Controller Agency is responsible for recording official public records and issuing copies of official records to the public. All documents must be returned to the recording parties pursuant to Government Code Section 27321 via First Class mail. As a convenience for the public, shipping of official documents via express mail is available to those who request the service and agree to pay the additional shipping fee.

Office of the Auditor-Controller
1221 Oak St., Suite 249
Oakland, CA 94612
Tel: (510) 272-6565
Fax: (510) 272-6502

Central Collections Division
1221 Oak St., Suite 220
Oakland, CA 94612
Tel: (510) 208-9900
Fax: (510) 208-9932

Clerk-Recorder's Office, Oakland
1106 Madison St., 1st Floor
Oakland, CA 94607
Tel: (510) 272-6362
Fax: (510) 208-9858

Clerk-Recorder's Office, Tri-Valley
7600 Dublin Blvd.
Dublin, CA 94568
Tel: (510) 272-6362
Fax: (510) 208-9858

SELECTION CRITERIA/PROCESS:

The Auditor-Controller/Clerk-Recorder Agency continues to adhere to the County's procurement policies and compliance with outreach programs, when awarding contracts and purchasing goods or supplies.

With respect to the Federal Express Corporation contract, the State of Utah conducted a formal competitive bid (NASPO Solicitation #CH2126) for small package delivery services which cover inbound and outbound intrastate, interstate domestic express, ground and international services. As a result of this Request of Proposal, the State of Utah awarded Federal Express Corporation a NASPO ValuePoint Master Agreement (#MA454) which enables participation by other agencies. The State of California NASPO established a participating addendum (#7-22-99-45-02) for the period covering 02/26/2022 through 11/27/2026 with the option to extend through written amendment upon mutual agreement between the State and the Contractor. The General Services Agency (GSA) approved the use of a Piggyback agreement and issued a Finding of Piggyback Acceptance (#8009) which will allow the Auditor-Controller Agency to utilize the negotiated rates through 03/25/2025.

The Office of Acquisition Policy has issued SLEB Waiver No. 8047 (Expiring: March 2, 2025) as no subcontracting opportunities are available due to the nature of the services.

FINANCING:

Appropriations for this contract are included in the Alameda County Auditor-Controller/Clerk-Recorder Agency Fiscal Year 2022-23 Approved Budget and will be requested in subsequent budget years. No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

Express mailing services meet the 10x goal pathway of supporting an **accessible infrastructure** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Respectfully submitted,



Melissa Wilk
Auditor-Controller/Clerk Recorder

Attachment

c: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel

CONTRACT SUMMARY
EXPRESS MAILING SERVICES
PC No. 23891
June 13, 2022 – March 25, 2025

Vendor	Location	Dollar Value of Contract Award
Federal Express Corporation Principal: Elaine Heath SLEB Waiver No: 8047 Expiration: 03/02/2025	350 Hacks Cross Road Memphis, TN	\$400,000

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02
SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
FedEx Corporate Services, Inc. (Contractor)

This Participating Addendum Number 7-22-99-45-02 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and FedEx Corporate Services, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number MA454.

1. SCOPE

- A. This Participating Addendum covers the purchase of services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement is hereby incorporated by reference. Service categories included under this Participating Addendum are identified in Section 5 (Available Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.
- D. Unless otherwise specified within this document, the term "ordering agency" will refer to all state agencies and local government agencies eligible to utilize this agreement. Instructions exclusive to state or local government agencies shall be identified within each section.

2. TERM

- A. The term of this Participating Addendum shall begin February 26, 2022, or upon signature approval by the State, whichever occurs later, and will end November 27, 2026, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the Utah NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Terms and Conditions (GTC 04/2017) effective 4/4/2017

- B. Terms can be reviewed at the [DGS Office of Legal Services website](https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language) (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-22-99-45-02
- 2) Utah NASPO ValuePoint Master Agreement Number MA454

- B. Terms in the Utah NASPO ValuePoint Master Agreement Number MA454 including the Contractor Service Guide which conflict with this Participating Addendum, California laws, regulations, and policies will not apply.

5. AVAILABLE SERVICES

- A. Contractor will provide US domestic and international door to door express small package delivery services covering interstate, intrastate, and international service for inbound and outbound shipments as indicated in the Utah NASPO ValuePoint Master Agreement Number MA454.

6. RESTRICTIONS/DISALLOWED SERVICES

- A. The following restrictions apply to state agency and local government purchases under this Participating Addendum:
- 1) Contractor shall not propose pick-up charges or weekly service charges for air or ground shipments tendered to the carrier,
 - 2) Contractor shall not require a minimum number of packages per trip/day/week/month, and
 - 3) Contractor shall not apply a pick-up charge to be assessed in addition to contracted rate for shipment.

- B. The following service offerings are prohibited for ordering agencies under this Participating Addendum:
 - 1) Courier services,
 - 2) LTL freight,
 - 3) Freight, and
 - 4) Faxing, copying, printing, and packaging (excluding preparation of articles for shipment).
- C. Services not indicated in the Utah NASPO ValuePoint Master Agreement Number MA454 are not allowed.
- D. Restrictions or prohibited service offerings from the Contractor Service Guide shall apply to the purchase of services made under this Participating Addendum.
- E. Service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

- A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number MA454.
- B. Contractor shall notify the State Contract Administrator of any amendments or pricing adjustments for Utah NASPO ValuePoint Master Agreement Number MA454.

8. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

9. SUBCONTRACTORS

- A. For the purposes of this agreement, subhaulers are considered subcontractors. Contractors that utilize subcontractors must provide the State appropriate information in accordance with Section 20 (Insurance).
- B. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

- C. Contractor shall perform the work contemplated with resources available within its own organization.
- D. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the Utah NASPO ValuePoint Master Agreement and this Participating Addendum.
- E. Any subcontract in excess of \$25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.
- F. DGS may at its discretion instruct the Contractor to remove a subcontractor from all future deliveries.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders issued by ordering agencies under this Participating Addendum shall include the State Participating Addendum Number 7-22-99-45-02.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

- A. Delivery shall be as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the Utah NASPO ValuePoint Master Agreement.
- B. Contractor's failure to provide the services by the required delivery date is deemed a material breach of this agreement.
- C. All deliveries under this contract will be Free On Board (F.O.B.) Destination.
- D. Responsibility and liability for loss or damage will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the ordering agency.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq.
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The shipment number shall appear on each detail level invoice for all purchases placed under this Participating Addendum. The ordering agency purchase order shall appear on each detail level invoice if entered in the "shipper reference field" at the time of tender by the shipper.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. Upon mutual agreement of the parties, the State Contract Administrator reserves the right to modify Attachment A. The State Contract Administrator may require Contractor to provide additional order information, if available, during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within ten (10) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Elaine Heath
Phone:	(858) 450-9869
Fax:	(901) 471-5901
Email	elaine.heath@fedex.com
Address:	FedEx Corporate Services, Inc. Attn: Elaine Heath 900 7 th Street NW, Suite 550 Washington, DC 20001

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Maureen Seiferling
Phone:	(279) 946-8226
Email	maureen.seiferling@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18.AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19.NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20.INSURANCE

Contractor shall comply with all insurance requirements outlined in this section. No payments will be made under this Participating Addendum until Contractor fully complies with all requirements.

A. General Provisions Applying to All Policies

1) Coverage Term

Coverage needs to be in force for the complete term of this Participating Addendum. If insurance expires during the term of this Participating Addendum, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original terms of this Participating Addendum.

2) Policy Cancellation or Termination and Notice of Non-Renewal

Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of DGS and Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Participating Addendum upon the occurrence of such event, subject to the provisions of this Participating Addendum.

3) Premiums, Assessments and Deductibles

Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause

Any required insurance contained in this Participating Addendum shall be primary, and not excess or contributory, to any other insurance carried by the State.

5) Insurance Carrier Required Rating

All insurance companies must carry an AM Best rating of at least "A—" with a financial category rating of no lower than "VII". If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements

Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance

Inadequate or lack of insurance does not negate the Contractor's obligations under this Participating Addendum.

8) Available Coverages/Limits

All coverage and limits available to the Contractor shall also be available and applicable to the State.

9) Satisfying a Self-Insured Retention (SIR)

All insurance required by this Participating Addendum must allow the State to pay and/or act as the Contractor's agent in satisfying any SIR. The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.

10) Use of Subcontractors

In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages, and limits required of Contractor.

B. Contract Insurance Requirements

Contractor shall display evidence of the following on a certificate of insurance evidencing the following coverages:

1) Commercial General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Participating Addendum.

2) Automobile Liability

Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of this Participating Addendum involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Participating Addendum.

3) Workers Compensation and Employers Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Participating Addendum. In addition, employer's liability limits of \$1,000,000 are required. By signing this Participating Addendum, Contractor acknowledges compliance with these regulations.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

21. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and

conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number MA454, at prices equal to or lower than the prices on that agreement.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

stephanne lim

Digitally signed by
stephanne lim
Date: 2022.02.04 16:35:29
-08'00'

Authorized Signature

Stephanne Lim/MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address



CONTRACTOR

FedEx Corporate Services, Inc.

Contractor Name

Elaine Heath

Digitally signed by Elaine
Heath
Date: 2022.02.04 15:59:05
-08'00'

Authorized Signature

Elaine Heath, Worldwide Account
Manager

Printed Name/Title of Person Signing

900 7th Street NW, Suite 550
Washington, DC 20001

Address

Attachment A - Usage Report (Key)

<div><div>Contract Number:</div><div>Contractor:</div><div>Reporting Period:</div><div>Report Value:</div><div>Administrative Fee:</div></div> <div><div>7-22-99-45-0X</div><div>Contractor Name as indicated in MA</div><div>Quarter of Reporting Year and Date (i.e. Q1 Jan 1-Mar 31 2022)</div><div>Do Not Alter</div><div>Do Not Alter</div></div>						
Column Number	Column A	Column B	Column C	Column D	Column E	Column F
Column Name	Full Ordering Agency Name	State/Local Spend	Purchase Order/Service Contract Number	Order Date	Category/Group	Contract Rate
Description	FULL State Agency or Local Government name	Identify Ordering Agency as a "State" or "Local" government entity, as applicable	Ordering Agency's unique purchase order or service contract number associated with item(s) purchased, if available	Date the Ordering Agency placed the order, if available	Category/Group for each line item (service) that includes Contractor respective percent discount off MSRP This identifier should match the identifier provided in the Category Group Code Legend	This is the price/rate paid for given line item
Format	Text	Text	Variable Characters	Date	Variable Characters	Currency
Example	Department of General Services	State	1760-2872820943	12/01/2021	GND	\$48.95
Example	City of Sacramento	Local	2832820	11/30/2021	2DA	\$23.25
Example	Department of Forestry and Fire Protection	State	8410-9328528720	04/30/2021	XPS	\$270.00

Attachment A - Usage Report (Legend)
CATEGORY / GROUP CODE LEGEND

*** Update using applicable service codes and description ***

Code	Description
2DA	2nd Day Service
GND	Ground
HWT	Hundredweight
NDA	Next Day Air
PCH	Pouch Mail
XPS	Express

ATTACHMENT A - Usage Report
Small Package Delivery Services (2021-2026)

Contract Number:	7-22-99-45-02
Contractor:	FedEx Corporate Services, Inc.
Reporting Period:	
Report Value:	
Administrative Fee:	

Full Ordering Agency Name	State/Local Spend	Purchase Order/Service Contract Number	Order Date	Category/Group	Contract Rate



March 3, 2022

TO: Detra Dillon, Procurement Administrator, General Services Agency

FROM: **Kachina Handy**, Procurement & Contracts Specialist

SUBJECT: FINDING OF PIGGYBACK ACCEPTANCE # **8009**
PURCHASE FROM **FEDERAL EXPRESS CORPORATION**
LOCATED IN **MEMPHIS, TN**

This is to document my finding that a piggyback on the **Utah NASPO ValuePoint Master Agreement # MA454/ 7-22-99-45-02** contract for the purchase of **express mailing service** in the amount of **\$500,000.00** for the approximate term of **03/03/2022-03/02/2025** for **Auditor-Controller Agency** is a reasonable and appropriate method of purchase.

In accordance with the County Administrative Code Section 4.12.010 entitled "Purchases to be by Competitive Quotation," all purchases of and contracts for materials, supplies, services, furnishings, equipment, livestock, and other personal property shall be based wherever possible on competitive quotations.

I have reviewed the attached Departmental Justification to Request a Waiver of County Competitive Bidding Requirement by Piggyback and researched the product/marketplace/contract's terms and conditions/internet. The **Utah NASPO ValuePoint Master Agreement # MA454 / 7-22-99-45-02** awarded a contract to **Federal Express Corporation** for **express mailing service** as the result of their competitive bidding process. **The Clerk-Recorder's Office is responsible for recording official public records and all documents must be returned to the recording parties pursuant to Government Code Section 27321 via First Class mail. As a convenience to the public, shipping of official documents via Express Mail is available to those who request Express Mail and agree to pay the additional shipping fees.** Based on my research I have determined that it is in the best interest of the County to obtain the product/service and or supplier as requested to satisfy the County's requirements.

Auditor-Controller Agency is to obtain Board approval for services that exceed \$25,000 requesting authorization from the President of the Board to sign the contract or approve the purchase. The Auditor-Controller issues Board signed contracts, Board approved purchase orders and purchase order changes with/without signed contracts.

GSA Procurement:

Approved:

 **Detra Dillon**

Detra Dillon, Procurement Administrator

3/3/2022

For supporting documentation see salesforce bid waiver record # **8009**

 **AU**



OFFICE OF AQUISITION POLICY (OAP)

22009

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (<https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm>)

PO Checklist (<https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm>)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

<input checked="" type="checkbox"/> Requesting Department	<input type="checkbox"/> GSA Procurement managing the competitive process		
Department: Auditor	Primary Requestor*: MARLENE MCGUINNESS	Email: marlene.mcguinness@acgov.org	Telephone #: (510)208-9694
(Optional)	Secondary Requestor**: Carol Garcia	Email: carol.garcia@acgov.org	Telephone #: (510)272-6521
GSA Procurement/Auditor:	Contact Name: GSA-Buyer	Email: GSA-Buyer@acgov.org	Telephone #: (510)208-9600

2. Recommended Vendor

Federal Express	PO#: n/a	REQ#: n/a
-----------------	----------	-----------

Country United States

Street	3650 Hacks Cross Road	City: Memphis	State: TN	Zip: 38125
--------	-----------------------	---------------	-----------	------------

3. Procurement Type (check all appropriate boxes below):

<input checked="" type="checkbox"/> New Contract	<input type="checkbox"/> Renewal Contract	<input type="checkbox"/> Contract Amendment-Term	<input type="checkbox"/> Contract Amendment-Value	<input type="checkbox"/> Other
--	---	--	---	--------------------------------

4. Total PO/Contract Value (including increase, if

\$500000.00	; Increase Value (if any)	\$0.00
-------------	---------------------------	--------

Contract Term Start	03/04/2022	End	03/02/2025	OR One-Time
---------------------	------------	-----	------------	-------------

5. **Goods/Services Procurement Description:**

Express mail services piggyback on NASPO Master Agreement

6. **Brief explanation of why goods/services are required:**

As a convenience to the public, shipping of official documents via express mail is available to those who request express mail services and agree to pay the additional shipping fees.

7. **Date Goods/Services Needed:**

03/04/2022

a. **What are the consequences if the date goods/services needed is not**

Financial and legal impact. The community and citizens will not be able to receive documents in a timely manner.

8. **Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

According to research in the SLEB vendor database, there are no SLEB or local vendors providing express mail services. The nature of this business has no opportunity for subcontracting.

9. **IF APPLICABLE: New Sole Source submitted to Procurement**

☐

O Existing Approved Exception on

☐

O Not

☒

10. **Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:**

☒ Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

a. Searched SLEB vendor database

b. N/A

c. N/A

Supporting Documents:

PA_7-22-99-45-02.pdf

Federal Express PB Finding Memo
8009.pdf

11. **If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes: ☒

No: ☐

If No,

Expedite ☒

(Check this box to expedite processing)

12. Department Certification: I certify to the accuracy of the preceding statements,

SMAMADOR

Signature of Agency/Department Head
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Sabrina Amador

Print Name

03/04/2022

Date

OAP to complete below:

A. Request Approved: ☒ Waiver Valid Through: SLEB Waiver Number:

Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

RCHUON

Signed by GSA-Office of Acquisition Policy (Required)

03/04/2022

Date

*Primary Requestor - Main Contact **Secondary Requestor - Backup Contact