



MASTER AGREEMENT #111325

CATEGORY: Express Courier and Ground Delivery Logistics Services

SUPPLIER: American Expediting Logistics, LLC dba Delivery Express

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and American Expediting Logistics, LLC dba Delivery Express, 1400 N. Providence Road, Suite 410, Media, PA 19063 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:
General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 28, 2030, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #111325) to Participating Entities. In-scope solutions include:
 - a) Documents, letters, parcels, and packages;
 - b) Heavyweight, oversized, freight, and palletized items;
 - c) Regulated or controlled shipments, including but not limited to hazardous materials, biological/medical materials, perishable goods, high-value and restricted goods; and,
 - d) Products and accessorial services related to the shipment types described in 7) a) – c), including but not limited to: same-day, expedited, ground, weekend/after-hours, white-glove/inside delivery, and liftgate service.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) Bankruptcy Notices. Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) Debarment and Suspension. Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200). Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

- ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.
- iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.
- iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

- v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.
- vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.
- vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xx) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) Grant of License.

a) During the term of this Agreement:

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) Use; Quality Control.

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) Venue and Governing law between Sourcewell and Supplier Only. The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
 - a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

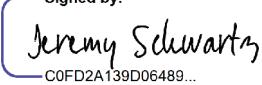
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

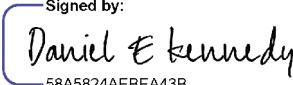
Sourcewell

Signed by:

Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: _____
1/27/2026 | 12:48 PM CST

American Expediting Logistics, LLC
dba Delivery Express

Signed by:

Dan Kennedy
58A5824AEBEA43B...

By: _____
Dan Kennedy
Title: Vice President of Sales

Date: _____
1/27/2026 | 12:34 PM CST

RFP 111325 - Express Courier and Ground Delivery Logistics

Vendor Details

Company Name: American Expediting Logistics, LLC

Does your company conduct business under any other name? If yes, please state: Crosstown, Starship, Delivery Express

Address: 1400 N. Providence Road
Suite 410
Media, Pennsylvania 19063

Contact: Jordyn Haye

Email: j.haye@amexpediting.com

Phone: 702-752-8100

Fax: 412-927-1528

HST#: 83-4670162

Submission Details

Created On: Thursday September 25, 2025 16:10:35

Submitted On: Thursday November 13, 2025 13:53:50

Submitted By: Jordyn Haye

Email: j.haye@amexpediting.com

Transaction #: a6d435ac-aa6e-456e-883b-60d56c734df3

Submitter's IP Address: 147.243.222.208

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	American Expediting Logistics, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Delivery Express
4	Provide your CAGE code or Unique Entity Identifier (SAM):	83-4670162
5	Provide your NAICS code applicable to Solutions proposed.	49210
6	Proposer Physical Address:	Headquarters: 1400 N. Providence Road, Suite 410 Media, PA 19063
7	Proposer website address (or addresses):	https://americanexpediting.com
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dan Kennedy, Vice President of Sales, d.kennedy@amexpediting.com , (412) 996-9040
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bart Kempff, Director of Business Development, b.kempff@amexpediting.com , (847) 757-4570
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jordyn Haye, Implementations Manager, J.Haye@amexpediting.com , (484) 361-3161 Jennifer Rostenbach, Director of Business Development, jenniferr@deliveryexpresslogistics.com , 425-336-5005

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>American Expediting (AMX) was founded in 1983 as a one-person same-day courier service in Philadelphia. Over four decades, the company has grown into a nationwide, compliance-driven logistics provider specializing in time-critical and regulated transportation for healthcare, government, and enterprise clients.</p> <p>Our business philosophy is simple: every delivery matters. We build relationships on reliability, accountability, and transparency—values that guide how we serve every customer and how we represent our clients in the field.</p> <p>Today, AMX provides on-demand, routed, and managed courier services across all 50 U.S. states, U.S. territories, and Canada. Our operational model is supported by Dispatch Science (DS)—a modern TMS platform enabling GPS tracking, ePOD verification, and performance analytics—and a vetted network of over 5,000 qualified couriers and 50+ facilities.</p> <p>Core Values:</p> <p>Integrity – Delivering on every promise, large or small.</p> <p>Compliance – Maintaining the highest regulatory standards.</p> <p>Accountability – Taking ownership of outcomes.</p> <p>Innovation – Adopting technology and process improvements that drive efficiency.</p> <p>Customer Partnership – Collaborating to design solutions that align with each client's mission.</p> <p>For 40 years, AMX has specialized in express courier and ground logistics, making us ideally positioned to support Sourcewell and its participating entities nationwide.</p>
12	<p>What are your company's expectations in the event of an award?</p>	<p>AMX's expectation in the event of an award is to become a trusted Sourcewell partner by offering participating entities a seamless, compliant, and high-performing courier solution that delivers measurable value.</p> <p>Upon award, AMX will:</p> <p>Execute a formal implementation plan that includes onboarding, system integration, and compliance documentation.</p> <p>Promote and support the Sourcewell master agreement through our sales, operations, and marketing teams nationwide.</p> <p>Provide reporting and administrative fee remittance in full compliance with Sourcewell's master agreement.</p> <p>Establish a dedicated Sourcewell Account Team responsible for customer onboarding, relationship management, and contract oversight.</p> <p>Our goal is a long-term, cooperative partnership built on performance, transparency, and shared success.</p>
13	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>AMX is a privately held company with more than four decades of continuous operation and sustained growth. While we do not publicly disclose financial statements, our longevity, scale, and customer retention provide strong evidence of financial stability.</p> <p>Key Data Points:</p> <p>Years in Operation: 40+</p> <p>Annual Deliveries: 1.6 million+</p> <p>Nationwide Network: 50+ facilities; 5,000+ vetted couriers</p> <p>Debt Status: Privately held, debt-managed, and in good financial standing</p> <p>Long-Term Clients: Multi-decade relationships with national healthcare and enterprise customers</p> <p>These indicators reflect a company with sound financial stewardship, a stable capital structure, and the operational resources necessary to support a national cooperative program.</p>
14	<p>Tell us your US market share for your proposed Solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of states where you have made sales.</p>	<p>AMX provides express courier and logistics services across all 50 states and U.S. territories. Over the past three years, AMX has served hundreds of public-sector entities, including state health departments, universities, and municipal agencies.</p> <p>Our U.S. customer base includes:</p> <p>Education & Research Institutions: University of Washington, University of Pittsburgh Medical Center, and other public universities.</p> <p>Government & Public Health: Washington State Department of Health, Public Prosecution Service of Canada (U.S. liaison support), and various state and local agencies.</p> <p>Retention Rate: Over 90% across multi-year public-sector contracts.</p> <p>Sales Footprint: Active sales and operations in all 50 states.</p>

15	<p>Tell us your Canadian market share for your proposed Solutions.</p> <p>OR, provide the number of US Education and Government entities you have served over the past three (3) years, your retention rates, along with the total number of provinces where you have made sales.</p>	<p>AMX maintains operational capability across Canada's major provinces, supporting healthcare and government customers through our compliance-vetted agent network.</p> <p>Coverage: Ontario, British Columbia, Alberta, Quebec, and Nova Scotia.</p> <p>Primary Sectors: Life sciences, public health, and regulated laboratory logistics.</p> <p>Retention: Consistently 90%+ multi-year retention rate among Canadian clients.</p> <p>Our experience serving Canadian entities under the Public Prosecution Service of Canada and through the Canoe Procurement Group of Canada demonstrates our readiness to deliver cross-border cooperative solutions.</p>	*
16	<p>Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years.</p> <p>Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.</p>	N/A and Understood	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>AMX is best described as a service provider specializing in courier and ground delivery logistics.</p> <p>We deliver services through a hybrid structure of AMX-employed personnel (for sales, implementation, dispatch, and customer service) and a national network of vetted, independent delivery partners operating under contractual agreements.</p> <p>Our sales and operations teams are employees of AMX.</p> <p>Our courier network includes both AMX-managed resources and approved third-party subcontractors who meet all insurance, compliance, and safety standards required by our contracts.</p> <p>This model allows AMX to provide nationwide scalability with local expertise, ensuring continuity and compliance across every delivery.</p>	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>AMX and its subcontractors maintain all required federal, state, and local operating licenses necessary for courier and transportation services.</p> <p>Key certifications include:</p> <p>ISO 9001:2015 Certified (Quality Management System)</p> <p>TSA Indirect Air Carrier (IAC) Certification</p> <p>DOT & MC Authority: DOT #260686 MC #175810</p> <p>State Business Registrations: Active in all U.S. states of operation</p> <p>Insurance Coverage: Comprehensive general liability, cargo, and auto insurance meeting public-sector thresholds</p> <p>HIPAA & OSHA Compliance: For all personnel involved in medical and regulated shipments</p> <p>All subcontractors are required to maintain active insurance, W-9 compliance, and pass annual safety and background screening audits.</p>	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	<p>AMX, its officers, and all affiliated entities have no current or past debarments, suspensions, or disqualifications from participation in federal, state, or cooperative contracts within the past seven (7) years.</p> <p>Should any change in status occur, AMX will promptly notify Sourcewell in writing in accordance with RFP requirements.</p>	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Top Company for Women to Work in Transportation" by Redefining the Road	*
21	What percentage of your sales are to the governmental sector in the past three years?	15%	*
22	What percentage of your sales are to the education sector in the past three years?	10%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	N/A	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Washington State Department of Health Project Description: Office of Communicable Disease Epidemiology (OCDE), Division of Disease Control and Health Statistics	Project Owner: Cody Hultman	Phone: 360-584-7461
University of Washington Project Description: Courier services supporting the Department of Laboratory Medicine & Pathology, including transport for reference lab services.	Project Owner: Michael Tull	Phone: 206-520-4644
Paragonix Project Description: Transport of organ transplant containment units. This includes 24/7 availability for immediate organ transport with specialty units adhering to strict SOPs and guidelines for sterility and viability.	Project Owner: Garrett Riddle	Phone: 864-884-1014

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. **Your response should address in detail at least the following areas:** locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force (see directions above).	<p>American Expediting (AMX) maintains a national sales organization that supports customers across the United States and Canada. Our sales structure combines centralized business development with regional account management, ensuring every customer—regardless of size or location—has access to knowledgeable, responsive representatives.</p> <p>Sales Force Overview:</p> <p>AMX Sales Team across national, regional, and local levels.</p> <p>Leadership: Led by Michael Dellorto, Chief Commercial Officer. Sales, Dan Kennedy, Vice President of Sales, and Bart Kempff, Director of Business Development, responsible for national growth, cooperative partnerships, and Sourcewell-specific sales strategy.</p> <p>All members of the sales force are AMX employees with deep experience in transportation and logistics. Each works collaboratively with our operations and implementation teams to ensure the customer's solution is feasible, cost-effective, and aligned with compliance standards.</p>
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	<p>AMX operates as a service provider, not a reseller or distributor of goods. All services are provided directly by AMX through its owned and managed logistics infrastructure, supported by a network of over 5,000 vetted independent couriers and 50+ secured facilities across North America.</p> <p>Distribution Model:</p> <p>AMX-Managed Deliveries: The majority of deliveries are executed under AMX dispatch control through contracted drivers and partner carriers who meet AMX's compliance, insurance, and performance standards.</p> <p>Authorized Service Partners: Select regional subcontractors extend AMX's coverage in rural or remote markets. Each is subject to strict vetting, audit, and continuous performance review.</p> <p>Single-Point Accountability: AMX retains full responsibility for service quality, safety, and compliance, regardless of delivery channel.</p>

28	Service force (see directions above).	<p>AMX employs a robust operations and customer service team responsible for daily coordination, delivery management, and client communication.</p> <p>Service Organization Overview:</p> <p>Total Operations / Customer Service Personnel: 65 full-time equivalents (FTEs)</p> <p>Dispatch & Routing Coordinators: 35</p> <p>Implementation & Solutions Team: 10</p> <p>Customer Experience / Support Representatives: 20</p> <p>Leadership: Led by Mark Sanner, Vice President of Customer Experience, overseeing nationwide service execution and continuous improvement.</p> <p>Workforce Composition: All operations and support staff are AMX employees. Field couriers and drivers are independent contractors or subcontractors who are fully vetted, insured, and background-checked.</p> <p>Geographic Coverage: 24/7/365 operations supported by regional hubs in Pennsylvania, Illinois, California, and Texas, with redundant staffing to ensure uninterrupted response and dispatch.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>AMX offers multiple flexible ordering channels designed for ease of use and transparency:</p> <p>Dispatch Science (DS) Online Portal: Customers place and track orders in real time, with instant access to ePODs and invoice data.</p> <p>API/EDI Integration: Seamless automation with participating entities' internal systems for direct order entry and data exchange.</p> <p>AMX remains the single accountable party for pricing, service execution, and customer communication.</p>
30	Describe in detail the process and procedure of your customer service and issue-resolution program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>AMX operates a national customer support and issue-resolution program built around responsiveness, transparency, and accountability.</p> <p>Support Structure:</p> <p>Availability: 24 hours a day, 7 days a week, 365 days a year</p> <p>Average Response Time: Within 15 minutes for urgent issues; within 2 hours for non-critical requests</p> <p>Support Channels: Phone, email, and live ticket tracking via DS portal</p> <p>Issue-Resolution Process:</p> <p>Incident Identification: Logged immediately through DS or by customer service staff.</p> <p>Escalation: Routed to the responsible regional operations lead or implementation manager.</p> <p>Investigation & Correction: Root cause analysis and resolution plan issued within 24 hours.</p> <p>Follow-Up: Confirmation and closure documented in CRM; recurring issues are reviewed in monthly QA meetings.</p> <p>Incentives & Accountability:</p> <p>Service-level KPIs are tracked per customer and region.</p> <p>Performance reviews and internal recognition programs reward operations teams meeting or exceeding on-time and accuracy benchmarks.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>AMX currently provides courier and logistics services in all 50 U.S. states and maintains active public-sector clients across multiple regions.</p> <p>Our existing infrastructure—including regional hubs, vetted subcontractors, and national dispatch capabilities—allows immediate scalability to support any Sourcewell participating entity.</p> <p>AMX is fully willing and operationally capable of providing all proposed services to federal, state, municipal, education, and nonprofit entities nationwide.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Yes. AMX provides courier and logistics services throughout Canada's major provinces, including Ontario, Quebec, Alberta, British Columbia, and Nova Scotia, through a combination of direct operations and vetted partner couriers.</p> <p>We maintain experience supporting Canadian federal and provincial agencies, including the Public Prosecution Service of Canada and life sciences organizations requiring cross-border logistics.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	<p>AMX provides full coverage across the United States, U.S. territories, and Canada.</p> <p>While coverage is available nationwide, remote or isolated areas (e.g., parts of northern Alaska, Yukon, or island territories) may require longer lead times or cost adjustments due to limited carrier access. These exceptions are rare and managed transparently.</p>

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	AMX does not restrict service by customer type. All Sourcewell-eligible entities, including government, education, healthcare, nonprofit, and tribal organizations, will have full access to AMX's solutions. Any exceptions would be limited to shipments requiring specialized regulatory licensing outside AMX's approved scope (e.g., nuclear materials), in which case AMX would coordinate with an approved subcontractor or decline the specific shipment.
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	AMX provides full-service coverage to Hawaii, Alaska, and U.S. territories (Guam, Puerto Rico, U.S. Virgin Islands) through established regional and partner networks. Specific Considerations: Extended Transit Times: Due to distance and flight scheduling, deliveries to or from these locations may require additional transit windows. Next Flight Out (NFO): Available and routinely utilized for inter-island and mainland service. Local Partner Network: Fully vetted regional subcontractors ensure compliance and service reliability under AMX oversight. No restrictions apply to eligible participating entities within these locations.
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	AMX will extend all terms, pricing, and benefits of the Sourcewell master agreement to qualified nonprofit entities that meet Sourcewell participation criteria. We recognize that nonprofits—especially in healthcare, education, and social services—play a critical role in community impact, and AMX is fully committed to providing them with the same service quality, pricing integrity, and compliance standards as government and educational agencies.

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	American Expediting will promote this opportunity by highlighting our core identity as a national leader in specialized logistics with more than 43 years of experience, 100% same-day coverage across the U.S. and Canada, 5,000+ certified drivers, and a long track record of dependable performance across diverse sectors. Our marketing emphasizes our operational strengths: real-time technology, chain-of-custody expertise, rapid onboarding, and nationwide scalability and uses case studies, testimonials, and data from our 1.8M annual orders and 35,000 weekly shipments to demonstrate reliability, transparency, and measurable value. By focusing on our national reach and our ability to support organizations of all types, we position American Expediting as a trusted logistics partner capable of handling complex delivery needs with consistency and precision. We will engage a broad range of industries through targeted outreach, digital marketing, thought leadership, and consultative sales engagement. This includes tailored email sequences, webinars, white papers, customer success stories, field sales visits, and participation in national trade events across public sector, commercial, healthcare, research, manufacturing, and infrastructure markets. By combining educational content with hands-on support from our national account team, we clearly communicate the advantages of partnering with AMX: reliability, visibility, compliance, and operational excellence. This approach drives awareness, encourages rapid adoption, and supports long-term growth across organizations seeking a proven, nationwide logistics partner.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	American Expediting uses modern technology, digital platforms, and data analytics to strengthen and streamline our marketing efforts across all industries we serve. Our approach includes SEO-optimized web content, paid digital advertising, and targeted social media campaigns that reach organizations of all types—public sector, commercial, healthcare, research, manufacturing, and more. We leverage metadata, website analytics, and audience behavior insights to understand what prospective customers are searching for, how they interact with our content, and which messages resonate most. This allows us to create marketing materials, videos, case studies, infographics, and testimonials that highlight our nationwide capabilities, operational expertise, and the value of choosing American Expediting as a logistics partner. We further enhance marketing effectiveness through a fully integrated CRM and data-driven outreach engine. Engagement tracking helps us personalize communication, automate follow-up, and deliver content tailored to each segment's interests, whether they prioritize cost savings, reliability, compliance, capacity, or scalability. Webinars, email campaigns, and digital resources are optimized using analytics such as click-through rates, heat mapping, and A/B testing to continuously improve performance. Social listening and trend analysis across multiple platforms help us stay ahead of industry needs and customer expectations. Together, these tools create a comprehensive, data-backed marketing strategy that strengthens visibility, improves lead conversion, and ensures American Expediting remains a trusted partner across diverse markets.

39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Sourcewell's role in promoting agreements arising out of this RFP is to provide visibility, access, and awareness across its national member network. Sourcewell introduces the awarded contract as a vetted, competitively solicited option and ensures members understand that they can leverage the agreement immediately without conducting their own procurement process. Their communications, cooperative purchasing education, and outreach channels help increase awareness of the contract's availability and guide members on how to connect with the awarded supplier.</p> <p>While Sourcewell does not participate in day-to-day sales or operations, we recognize the importance of keeping them appropriately informed. As the awarded supplier, American Expediting remains responsible for direct marketing, customer engagement, service delivery, and relationship management—but we will keep Sourcewell looped in on key performance indicators, adoption trends, and meaningful milestones where relevant. This ensures transparency, reinforces contract value, and supports Sourcewell's broader mission of helping members access reliable, high-performing solutions.</p>
40	<p>Are your Solutions available through an e-Procurement or e-Commerce ordering process?</p> <p>If so, describe your system(s) and provide one (1) example of how governmental and educational customers have used them.</p>	<p>Yes. American Expediting provides multiple e-procurement and e-commerce access points to streamline ordering and communication for governmental and educational customers.</p> <p>Available Systems:</p> <p>Dispatch Science (DS) Online Ordering Portal: Authorized customers receive secure login credentials allowing them to place, modify, and track delivery orders in real time. The portal supports purchase-order validation, cost-center tracking, customizable user permissions, and detailed reporting. Customers can also access delivery history, invoices, ePOD records, and performance dashboards directly through the portal.</p> <p>API / EDI Integration: Participating entities can connect their internal procurement or ERP systems directly to American Expediting's TMS for automated order creation, status updates, and invoicing—eliminating manual entry and ensuring rapid, accurate data flow.</p> <p>Email / Web Order Forms: Simplified, mobile-friendly order forms are available through American Expediting's website for members who prefer a lighter, browser-based procurement option without needing system integration.</p> <p>Example: A large public university uses the Dispatch Science portal to schedule daily courier routes for labs, administrative departments, and intercampus deliveries. Staff enter orders directly in the portal, receive instant confirmations, track drivers in real time, and access ePOD and monthly billing summaries—reducing administrative workload and providing complete chain-of-custody visibility.</p> <p>These e-procurement capabilities ensure Sourcewell members can quickly access American Expediting's services, manage operations efficiently, and choose the ordering method that aligns best with their internal systems and scale..</p>

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
41	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, delivery methods, and any costs that apply.</p>	<p>American Expediting (AMX) provides comprehensive onboarding, operational training, and technology support for all Sourcewell participating entities at no additional cost. Our goal is to ensure each customer can confidently use AMX's technology tools, understand our logistics workflows, and maintain visibility into daily performance.</p> <p>Training Programs Offered:</p> <p>Implementation & Onboarding Training (Standard): Conducted for all new participating entities. Includes system setup, Dispatch Science (DS) portal orientation, order-entry instruction, reporting tools, and escalation procedures.</p> <p>Operational Workflow Training (Standard): Covers order scheduling, pickup/drop-off procedures, chain-of-custody documentation, and proof-of-delivery requirements.</p> <p>Technology & Integration Training (Optional): API/EDI integration guidance and IT support for automated order management.</p> <p>Compliance & Safety Overview (Optional): For healthcare and government users, AMX offers briefings on HIPAA, HazMat awareness, and chain-of-custody handling standards.</p> <p>Delivery Methods:</p> <p>Live virtual training via Microsoft Teams or Zoom</p> <p>In-person sessions (on-site upon request)</p> <p>Recorded training modules and user guides for continued reference</p> <p>Who Provides Training: Training is led by the AMX Implementations and Customer Experience Teams, including subject-matter experts such as Implementations Manager Jordyn Haye and Vice President of Customer Experience Mark Sanner.</p> <p>Cost: All training and implementation support provided under the Sourcewell agreement are included as part of standard onboarding—no additional cost to participating entities.</p>

42	Describe any technological advances that your proposed Solutions offer.	<p>AMX's logistics platform integrates advanced technology that enhances speed, visibility, and reliability across every shipment.</p> <p>Key Technological Advances Include:</p> <p>Dispatch Science (DS) Transportation Management System (TMS): Centralized platform managing orders, routing, driver assignment, and real-time status updates.</p> <p>GPS-Driven Tracking and Predictive ETAs: Every shipment is tracked end-to-end with automated alerts for milestones or exceptions.</p> <p>Electronic Proof of Delivery (ePOD): Photo, signature, and timestamp verification available instantly via DS portal.</p> <p>API/EDI Integrations: Seamless data exchange between customer systems and AMX's TMS for order creation, tracking, and invoicing.</p> <p>Live-Mapping and Visibility Dashboards: Enable Sourcewell members to monitor network-wide performance at any time.</p> <p>Business Intelligence & Analytics: Custom dashboards provide KPI reporting on on-time delivery rates, cost efficiency, and route optimization.</p> <p>Continuous Innovation: AMX actively invests in AI-based routing, predictive analytics, and temperature-monitoring integrations to further improve accuracy and sustainability.</p> <p>AMX's technology gives Sourcewell members the ability to manage courier operations with transparency, control, and actionable insights—transforming logistics from a transactional service into a measurable performance tool.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>AMX recognizes the importance of sustainable operations and is committed to reducing our environmental footprint through continuous improvement in fleet practices, packaging, and technology.</p> <p>Green Initiatives:</p> <p>Route Optimization: Using Dispatch Science's AI-assisted routing engine to reduce mileage, fuel consumption, and emissions by up to 15%.</p> <p>Paperless Operations: Electronic proof of delivery (ePOD), digital manifests, and electronic invoicing reduce paper usage companywide.</p> <p>Idle-Time Reduction Policy: Partner carriers are trained and incentivized to minimize idle time and maintain vehicle efficiency.</p> <p>Vendor Sustainability Requirements: Preference for courier partners using hybrid or electric vehicles where feasible.</p> <p>Remote Operations & Digital Training: Reduces travel-related emissions by conducting most training virtually.</p> <p>Certifying Agencies / Programs:</p> <p>EPA SmartWay (in progress): Participation through affiliated carriers to benchmark fuel and emissions data.</p> <p>ISO 9001:2015 Certification: Includes continuous improvement and environmental management components within quality systems.</p> <p>AMX continuously evaluates opportunities to incorporate more eco-efficient vehicles and digital innovations into our nationwide logistics model.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>ISO 9001:2015 Certified (Quality Management System – includes environmental and process efficiency standards)</p> <p>TSA Indirect Air Carrier (IAC) Certification – includes safe and efficient cargo handling aligned with sustainability and security protocols</p> <p>EPA SmartWay (affiliated participation) – through select contracted carriers to monitor and reduce CO₂ emissions</p> <p>These recognitions reflect AMX's commitment to efficiency, accountability, and sustainability across our operations.</p>

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities?</p> <p>What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>AMX offers a combination of national coverage, regulatory expertise, and human-centered service that distinguishes us from generic courier networks.</p> <p>Unique Attributes:</p> <p>Regulated Logistics Expertise: Four decades of experience in healthcare, life sciences, and government compliance—where precision and documentation are non-negotiable.</p> <p>Nationwide Scalability: Operations spanning all 50 states, U.S. territories, and Canada, managed through a single, cohesive TMS.</p> <p>Technology + People: Proprietary use of Dispatch Science integrated with live support from AMX's national control tower—offering automation without losing human responsiveness.</p> <p>Custom Solution Design: AMX's in-house Solutions Team develops SOPs, routing models, and reporting tools tailored to each entity's needs.</p> <p>24/7/365 Operations: Continuous dispatch and customer support coverage with immediate escalation capability.</p> <p>Compliance & Security Focus: HIPAA-trained drivers, background checks, and tamper-evident handling ensure secure, audit-ready transport.</p> <p>Proven Partnership Model: We view each engagement as a collaboration—our team becomes an extension of yours, ensuring transparency, adaptability, and measurable results.</p> <p>In short, AMX delivers reliability with accountability—a partner that blends national capacity, proven systems, and responsive service to help Sourcewell members meet their missions confidently and efficiently.</p>
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
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55	Describe your payment terms and accepted payment methods.	<p>American Expediting (AMX) offers standard Net 30 payment terms for all Sourcewell participating entities unless otherwise negotiated.</p> <p>Accepted Payment Methods:</p> <p>ACH / Electronic Funds Transfer (preferred)</p> <p>P-Card / Credit card (Visa, Mastercard, American Express)</p> <p>Electronic invoicing through customer portals or EDI integrations</p> <p>Invoices are generated upon completion of services, with detailed line-item summaries and supporting documentation (e.g., Proof of Delivery). AMX also accommodates agency-specific billing cycles or consolidated monthly invoicing when requested.</p>
56	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
57	<p>Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.).</p> <p>Upload all template agreements or transaction documents which may be proposed to Participating Entities.</p>	<p>AMX uses standardized, customer-friendly documentation to ensure consistency, clarity, and audit compliance.</p> <p>Standard Transaction Documents Include:</p> <p>Service Order Confirmation (SOC): Generated at order entry; includes service type, pickup/delivery locations, and rate confirmation.</p> <p>Electronic Proof of Delivery (ePOD): Digital confirmation with timestamp, GPS coordinates, photo, and signature capture.</p> <p>Service Level Agreement (SLA): Customizable document outlining expected response times, performance KPIs, and escalation procedures.</p> <p>Invoice Summary: Consolidated billing with service details and cross-referenced order IDs.</p> <p>Terms and Conditions: Standard AMX service agreement language aligning with Sourcewell's master terms, including compliance and liability clauses.</p> <p>All templates are compatible with Sourcewell's master agreement framework and can be uploaded upon request.</p>
58	<p>Do you accept the P-card procurement and payment process?</p> <p>If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>Yes. American Expediting fully accepts P-card (procurement card) purchasing and payment processes for all participating entities.</p> <p>There is no additional cost, surcharge, or administrative fee for Sourcewell members who choose to use a P-card. All contract pricing, rate structures, and terms remain identical regardless of payment method. American Expediting's billing systems are already configured to securely process P-card transactions, provide itemized receipts, support cost-center allocation, and meet reconciliation requirements common in government and educational procurement environments.</p>

59	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal.</p> <p>Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Pricing Model Description</p> <p>Overview: American Expediting proposes a line-item-based pricing model covering core transportation services, specialized logistics, and applicable surcharges. Each item or service is priced individually, ensuring transparency and easy verification for contract evaluation.</p> <p>National Pricing for Sourcewell Members: To support consistent and equitable access for all participating agencies, American Expediting extends a discounted national rate structure to Sourcewell members. This rate plan standardizes pricing across regions and service types, ensuring predictable costs and eliminating the need for local or case-by-case negotiations. The national structure simplifies purchasing, enhances budget accuracy, and ensures that all Sourcewell members receive the same fair and competitive pricing regardless of geography or order volume.</p> <p>Structure:</p> <p>Base Transportation Rates: Listed by service category (e.g., same-day, scheduled, radiopharmaceutical) and region. Prices are presented as standard list rates, reflecting consistent national pricing for all customers.</p> <p>Truck and Specialized Equipment Rates: Separate line items are included for each vehicle class—such as cargo vans, sprinters, and box trucks.</p> <p>Accessorial Charges: Defined surcharges such as wait time, after-hours service, and inside delivery are itemized individually to ensure clear cost visibility and consistency across locations.</p> <p>Fuel Surcharge: A floating rate table, pegged to the U.S. Department of Energy diesel fuel index, adjusts automatically to reflect current market conditions. The table in this proposal outlines fuel price brackets and corresponding surcharge percentages.</p> <p>Radiopharmaceutical Deliveries: A specialty rate sheet details delivery pricing, equipment requirements, and handling fees for this sensitive service category. Rates are structured per trip or per mile, depending on route type and delivery specifications.</p> <p>Pricing Methodology:</p> <p>Pricing is applied per line item, not per category or service bundle.</p> <p>All rates are derived from American Expediting's standard national pricing structure.</p> <p>Optional volume-based incentives may be extended to high-usage members, based on annual spend thresholds.</p>
60	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>The pricing contained in this proposal represents a national cooperative rate structure designed to deliver measurable savings to Sourcewell members. American Expediting has standardized its rate schedule nationally to ensure transparency, simplicity, and fairness for all participating agencies.</p> <p>The proposed pricing reflects an average discount of approximately 15% from American Expediting's published commercial list rates. Discounts vary slightly by service category and region, typically ranging between 10% and 20% below standard pricing.</p> <p>Specifically:</p> <p>Core Transportation Services (same-day, scheduled, route-based): 10–15% below list</p> <p>Radiopharmaceutical Deliveries and Specialized Logistics: 12–18% below list</p> <p>Truck and Equipment-Based Services: 15–20% below list, depending on vehicle type and utilization</p> <p>Accessorial and Surcharge Items: Set at cost or minimal markup, often yielding effective savings of 8–12%.</p> <p>These pricing reductions are consistent across all U.S. regions and provide Sourcewell members with a unified national cost advantage eliminating the need for local negotiations and ensuring predictable budget planning.</p>

61	Describe any quantity or volume discounts or rebate programs that you offer.	<p>American Expediting values long-term partnerships and recognizes that higher service volumes can create opportunities for cost efficiencies. While our pricing proposal reflects consistent national rates, we are open to negotiating additional discounts based on volume thresholds.</p> <p>These potential adjustments may be considered on a case-by-case basis, taking into account total annual spend, service frequency, geographic coverage, and contractual commitment.</p> <p>Any such negotiations would be designed to ensure mutual benefit while maintaining the high standards of reliability and service quality expected by Sourcewell members.</p> <p>No specific discount levels or guarantees are implied under this proposal, but American E</p>
62	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p> <p>Define the costs/fees associated with "sourcing/quoting" products and related services.</p>	N/A
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>All costs associated with the acquisition, implementation, and delivery of services under this proposal are fully included in American Expediting's submitted pricing.</p> <p>There are no additional or hidden fees beyond the rates provided, and no separate charges for items such as pre-delivery inspection, setup, installation, onboarding, or training.</p> <p>American Expediting's pricing model is comprehensive and all-inclusive, covering transportation, coordination, and customer support functions necessary to deliver complete service fulfillment.</p> <p>No third-party vendors or affiliates impose separate costs related to the services proposed.</p>
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>There are no additional freight, delivery, or shipping costs associated with this proposal.</p> <p>All transportation, handling, and delivery charges are fully included in American Expediting's submitted pricing.</p> <p>Our pricing model is comprehensive and all-inclusive, ensuring that Sourcewell members receive complete door-to-door service without any separate or add-on shipping fees.</p>
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>American Expediting provides service coverage throughout the United States, including Alaska and Hawaii, as well as cross-border service into Canada.</p> <p>All freight, delivery, and shipping charges for these regions are included in the submitted pricing unless otherwise specified for highly specialized or restricted-access deliveries.</p> <p>Offshore or remote deliveries outside the continental United States are coordinated through American Expediting's national logistics network, ensuring consistent service standards and transparent cost management.</p> <p>No separate or hidden freight surcharges apply; any location-specific considerations would be reviewed and confirmed in advance to ensure fair and predictable pricing for Sourcewell members.</p>
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Looking ahead, American Expediting anticipates introducing drone delivery capabilities in 2026, contingent upon FAA regulatory approval under 14 CFR Part 108, which governs civil aviation security and unmanned aircraft operations.</p> <p>Implementation of this program will enable rapid, secure, and efficient last-mile delivery solutions, particularly for time-critical and high-sensitivity shipments such as medical, laboratory, and pharmaceutical materials.</p> <p>This innovation aligns with our ongoing commitment to safety, compliance, and the adoption of emerging technologies that enhance service speed and reliability.</p>

67	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.</p>	<p>American Expediting maintains a structured self-audit and compliance verification program designed to ensure full adherence to the terms and pricing established under the Sourcewell agreement. This process safeguards pricing integrity, contractual compliance, and consistent service delivery for all Sourcewell participating entities.</p> <p>Key elements of this program include:</p> <p>Quarterly Internal Audits: American Expediting conducts regular internal reviews of all Sourcewell-related transactions to verify that participating entities are billed at the approved contract rates and that no unauthorized surcharges or deviations have occurred.</p> <p>Automated Rate Validation: Our billing and order management systems are integrated with standardized rate tables specific to the Sourcewell agreement. Automated cross-checks flag any discrepancies between approved contract pricing and invoiced amounts before billing is finalized.</p> <p>Contract Compliance Oversight: A dedicated compliance team reviews rate updates, service changes, and customer classifications to confirm that all Sourcewell members receive the correct pricing structure and eligible program benefits.</p> <p>Reporting and Transparency: Upon request, American Expediting will provide Sourcewell or its participating entities with audit summaries or verification reports confirming that rates and billing practices remain fully aligned with the awarded contract terms.</p> <p>Corrective Action and Continuous Improvement: Any identified discrepancies are promptly corrected, with process improvements implemented to prevent recurrence. Compliance findings are reviewed quarterly by senior management to ensure accountability and continuous quality enhancement.</p> <p>Through this self-audit framework, American Expediting ensures that all Sourcewell members consistently receive the proper contract pricing and full benefit of the cooperative purchasing agreement, backed by transparency, accuracy, and operational integrity.</p>
68	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>If awarded an agreement, American Expediting will actively monitor a defined set of internal performance metrics to measure the success of our partnership with Sourcewell and its participating entities. These metrics are designed to ensure continuous improvement, service reliability, and alignment with cooperative purchasing objectives.</p> <p>Key internal metrics include:</p> <p>On-Time Delivery Performance: Tracking and reporting the percentage of deliveries completed on or before the committed delivery time. This metric reflects overall service reliability and customer satisfaction.</p> <p>Order Accuracy: Monitoring the rate of successful, error-free deliveries, ensuring that the correct items, documentation, and handling requirements are met for every shipment.</p> <p>Customer Satisfaction and Feedback: Collecting and analyzing member feedback, service surveys, and support interactions to measure satisfaction trends and identify areas for improvement.</p> <p>Response and Resolution Time: Measuring how quickly our team responds to service requests, issues, or escalations, ensuring prompt communication and effective problem resolution.</p> <p>Pricing Compliance: Conducting regular audits to confirm that all Sourcewell participating entities receive the proper contract pricing and associated benefits under the agreement.</p> <p>Service Growth and Utilization: Evaluating the number of participating Sourcewell entities served and overall volume growth to assess adoption, outreach effectiveness, and member engagement.</p> <p>Sustainability and Efficiency Metrics: Tracking fuel efficiency, optimized routing, and other operational initiatives that contribute to reduced emissions and environmentally responsible service delivery.</p> <p>Performance data will be reviewed regularly by management and shared with Sourcewell as needed to confirm transparency, accountability, and continuous improvement across the contract term.</p>

69	<p>Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>American Expediting proposes the following sliding scale fee structure applicable to aggregate gross sales generated under the Sourcewell agreement. This structure ensures equitable participation and scalability as overall program utilization increases.</p> <table border="0"> <tr> <td style="padding-right: 20px;">Aggregate Gross Sales Range</td><td style="padding-right: 20px;">Administrative Fee Percentage</td></tr> <tr> <td>\$0 – \$2,000,000</td><td>2%</td></tr> <tr> <td>\$2,000,001 – \$3,000,000</td><td>3%</td></tr> <tr> <td>\$3,000,001 – \$4,000,000</td><td>4%</td></tr> <tr> <td>Above \$4,000,000</td><td>5%</td></tr> </table> <p>Additional terms:</p> <p>The percentages listed above apply to total cumulative gross sales volume under the Sourcewell contract, not to individual purchase orders or participating entity contracts.</p> <p>Any additional or alternative percentage tiers beyond those listed may be negotiated on a case-by-case basis between American Expediting and Sourcewell, depending on total program performance and volume growth.</p> <p>Fees will be calculated based on gross sales figures reported during each contract year or other mutually agreed reporting period.</p> <p>American Expediting reserves the right to review and mutually adjust fee tiers periodically to reflect evolving program volume and market conditions.</p> <p>Reporting and Remittance:</p> <p>American Expediting will provide Sourcewell with periodic sales and fee reports, typically on a quarterly basis, detailing total gross sales, applicable tier percentages, and corresponding administrative fees due under the agreement.</p> <p>All administrative fees will be remitted promptly following each reporting cycle in accordance with Sourcewell's standard remittance procedures.</p> <p>This transparent reporting process ensures accuracy, accountability, and ongoing compliance with all contractual financial terms.</p>	Aggregate Gross Sales Range	Administrative Fee Percentage	\$0 – \$2,000,000	2%	\$2,000,001 – \$3,000,000	3%	\$3,000,001 – \$4,000,000	4%	Above \$4,000,000	5%
Aggregate Gross Sales Range	Administrative Fee Percentage											
\$0 – \$2,000,000	2%											
\$2,000,001 – \$3,000,000	3%											
\$3,000,001 – \$4,000,000	4%											
Above \$4,000,000	5%											

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	PRICING RATES ATTACHED BELOW.

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>American Expediting (AMX) offers a complete portfolio of courier and ground delivery logistics solutions designed for time-critical, regulated, and compliance-driven environments. Our nationwide model supports both on-demand and scheduled/routed deliveries across all 50 U.S. states, U.S. territories, and Canada.</p> <p>Primary Solutions Offered:</p> <p>On-Demand Courier Services: Immediate response for urgent deliveries, including documents, parcels, biological samples, and high-value materials.</p> <p>Routed & Scheduled Services: Routine pickups and deliveries on fixed schedules, optimized for efficiency and reliability.</p> <p>Dedicated Delivery: Exclusive-use vehicles and drivers for customers requiring consistent personnel, branding, or security.</p> <p>Next Flight Out (NFO): Full coordination of same-day air shipments via commercial or charter carriers, including pickup, flight booking, monitoring, and final-mile delivery.</p> <p>White-Glove & Liftgate Services: Specialized handling for sensitive or oversized shipments requiring enhanced care and delivery confirmation.</p> <p>Forward Stocking & Warehousing: Access to 50+ strategically located facilities across the U.S. and Canada for short-term storage, cross-docking, or regional inventory support.</p> <p>Managed Transportation: Centralized routing, KPI monitoring, and network optimization for customers seeking full-service logistics management.</p> <p>AMX's service model integrates technology, compliance, and 24/7 dispatch control to ensure transparency, security, and accountability from pickup to delivery.</p>

72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>The following subcategories represent AMX's offerings within the Express Courier and Ground Delivery Logistics Services category:</p> <p>On-Demand Courier Services</p> <p>Scheduled / Routed Delivery Services</p> <p>Dedicated Fleet and Driver Services</p> <p>Next Flight Out (Air Transport Coordination)</p> <p>Medical, Biological, and Regulated Material Transport</p> <p>White-Glove and Inside Delivery Services</p> <p>Temperature-Controlled Logistics (Cold Chain Support)</p> <p>Forward Stocking and Warehousing Services</p> <p>Managed Transportation and Network Optimization</p>
73	Describe and quantify your available shipment pick-up and drop-off options.	<p>AMX offers fully configurable pickup and delivery options to meet the diverse needs of participating entities:</p> <p>Coverage: 24/7/365 pickup and delivery availability across all 50 states and Canada.</p> <p>Response Time: Average on-demand pickup time of 60–90 minutes from order entry.</p> <p>Scheduling Options: Immediate (ASAP), same-day, next-day, and recurring scheduled pickups.</p> <p>Pickup Methods:</p> <p>Door-to-door service from client site to destination.</p> <p>Drop-box or route collection points for laboratory, government, or document workflows.</p> <p>Cross-dock and consolidation options through AMX facilities.</p> <p>Delivery Confirmation: Electronic Proof of Delivery (ePOD) with timestamp, photo, signature, and GPS location.</p> <p>Customer Access: Orders can be placed and tracked via the Dispatch Science (DS) portal, API integration, or through AMX's 24/7 call center.</p> <p>This flexibility ensures AMX can meet the exact timing, access, and reporting requirements of any participating entity under the Sourcewell agreement.</p>
74	<p>Describe your company's approach for ensuring the physical security of packages during transit.</p> <p>Include details on chain-of-custody procedures, tracking and monitoring systems, and procedures for preventing loss, theft, or tampering from pickup through delivery.</p>	<p>AMX applies a multi-layered security and chain-of-custody protocol for every shipment, supported by technology, personnel training, and documented processes.</p> <p>Physical Security Measures:</p> <p>Chain-of-Custody Controls: Unique barcode or tracking ID assigned to each shipment; scanned at pickup, transit checkpoints, and delivery.</p> <p>Sealed Shipments: Use of tamper-evident packaging for regulated or high-value items.</p> <p>Driver Vetting: All drivers undergo background checks, MVR screening, and identity verification; compliance with HIPAA, OSHA, and HazMat awareness training.</p> <p>Secure Handoffs: Verification of recipient identity, signature capture, and GPS-stamped ePOD.</p> <p>Facility Security: Warehouses and forward stocking locations equipped with locked access, surveillance cameras, security cages, and alarm systems.</p> <p>Monitoring and Loss Prevention:</p> <p>Real-time GPS tracking of active deliveries via Dispatch Science (DS).</p> <p>Automatic alerts for route deviations, delays, or failed delivery attempts.</p> <p>Escalation protocols for exceptions and 24/7 control tower oversight.</p> <p>Through these measures, AMX maintains complete accountability from pickup through delivery, preventing loss, theft, or tampering.</p>

75	<p>Describe how your company safeguards customer shipment and account data in ways that impact the end-user experience, and explain how customers are notified and supported in the event of a security incident or breach.</p>	<p>AMX safeguards all customer data—shipment, account, and personal information—using secure technology and strict access protocols.</p> <p>Data Security Practices:</p> <p>Encryption: All digital data is encrypted in transit (SSL/TLS) and at rest (AES-256).</p> <p>Access Control: Role-based permissions ensure only authorized personnel can view or edit shipment information.</p> <p>Secure Systems: AMX's Dispatch Science (DS) platform is hosted on secure, redundant servers that meet ISO 27001 standards for information security.</p> <p>Incident Response: In the event of a data breach or suspected security incident, AMX follows a documented response plan including immediate containment, customer notification, and remediation.</p> <p>Compliance: All data handling adheres to HIPAA, GDPR, and relevant privacy regulations.</p> <p>Customers can expect transparent communication and prompt support from AMX's IT and customer service teams should any data security event occur.</p>
76	<p>Explain your company's contingency plans and redundancies to ensure continuity of delivery services during emergencies, disruptions, or resource shortages.</p>	<p>Business continuity is a core component of AMX's operating model. Our Emergency Operations & Continuity Plan outlines redundancies and mitigation procedures to maintain uninterrupted service.</p> <p>Continuity Measures Include:</p> <p>Redundant Dispatch Operations: Control tower functions can be shifted between regional hubs to ensure continuous coverage.</p> <p>Alternate Carrier Network: Access to a nationwide network of 5,000+ active couriers allows immediate rerouting if local resources become unavailable.</p> <p>Facility Backup Systems: Key sites maintain generator backup power, redundant communication lines, and secure data connectivity.</p> <p>Disaster Response Protocols: Predefined escalation procedures for severe weather, civil disruption, or infrastructure outages.</p> <p>Pandemic / Staffing Resilience: AMX's flexible contractor and employee model allows rapid scaling to replace unavailable personnel.</p> <p>Technology Redundancy: Cloud-based Dispatch Science (DS) TMS with mirrored data centers ensures continuous system uptime and real-time visibility even during outages.</p> <p>AMX has successfully maintained operational continuity during national events, including pandemic disruptions and severe weather incidents, by leveraging its distributed network, agile workforce, and 24/7 operations model.</p>

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. **In the text field provided, describe any additional charges, fees, or penalties (outside of pricing offered in Tables 6A and 6B), and any notes or exceptions to the category or type of services offered.**

Line Item	Category or Type	Examples	Offered *	Associated Charges / Fees / Penalties *	Notes/Exceptions *
77	Document/Letter	Flat envelopes, <1lb	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
78	Small parcel, standard package	<70 lbs, within carrier size limits	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
79	Heavyweight package	>70 lbs (up to carrier max, e.g., 150 lbs)	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$0.05 Per LB	Up to 75lbs pounds included for car; 250lbs included for van in base charge
80	Oversized package	Exceeds standard size limits (large dimension, irregular shape)	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
81	Freight / Palletized	Shipments requiring LTL/FTL	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
82	Hazardous Materials	Flammables, corrosives, lithium batteries, compressed gases, etc.	<input checked="" type="radio"/> Yes <input type="radio"/> No	\$40.00 Per Shipment	Fee is applied whenever there is a Dangerous Goods Declaration
83	Biological / Medical	Infection substances, blood, lab specimens	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
84	Perishable Goods	Food, flowers, temperature-controlled items	<input checked="" type="radio"/> Yes <input type="radio"/> No	Dry Ice \$4.00 Per LB	Dry Ice \$4.00 Per LB
85	High-value / Restricted	Jewelry, electronics, currency, regulated firearms; requires chain-of-custody and/or additional security	<input checked="" type="radio"/> Yes <input type="radio"/> No	White Glove/Inside Delivery \$35.00 Per Shipment	This involves special handling when package requires special handling.
86	Same-Day / Express	Delivery within hours, guaranteed service	<input checked="" type="radio"/> Yes <input type="radio"/> No	Included in Base Rate	Included in Base Rate
87	Expedited / Priority	Faster than standard ground, but not same-day	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
88	Economy / Ground	Standard transit service	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A	N/A
89	Weekend / After-Hours	Pick-up or delivery outside normal business hours	<input checked="" type="radio"/> Yes <input type="radio"/> No	After Hours \$20.00 Per Shipment	6pm to 6am. Nights, Weekends
90	White-Glove / Inside Delivery	Unpacking, setup, or delivery beyond the threshold	<input checked="" type="radio"/> Yes <input type="radio"/> No	White Glove/Inside Delivery \$35.00 Per Shipment	This involves special handling when package requires special handling.
91	Liftgate (to Ground)	Moving package from the truck to ground level.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Box Truck Required	Box Truck Required

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 92. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input checked="" type="radio"/> Yes <input type="radio"/> No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell_Pricing_Proposal.pdf - Thursday November 13, 2025 12:12:41
- [Financial Strength and Stability](#) - Financial Viability and Marketplace Success.pdf - Thursday November 13, 2025 13:10:03
- [Marketing Plan/Samples](#) - AMX_Time_Critical_Logistics_Sourcewell.pptx - Thursday November 13, 2025 13:43:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - American Expediting Proposal to Sourcewell.pdf - Thursday November 13, 2025 13:06:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jordyn Haye, Implementations Manager, American Expediting Logistics LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum2_Express_Courier_RFP111325 Tue November 4 2025 08:52 PM	<input checked="" type="checkbox"/>	7
Addendum1_Express_Courier_RFP111325 Tue October 21 2025 08:31 AM	<input checked="" type="checkbox"/>	4