

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER MA 2017

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following **CONTRACTOR:**

DHL Express (USA), Inc.
Name
1200 S. Poine Isl Rd. #600
Address
Fort Lauderdale FL 33324-4441
City State Zip

LEGAL STATUS OF CONTRACTOR
 Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Federal Tax ID# 94-3380425 Vendor # VC0000100782 Commodity Codes: 91559, 96244
 Vendor Contact Person: Jon Jelacic Vendor Phone #: 703-413-2086
 Vendor Fax #: 703-413-2095 Vendor email address: Jon.Jelacic@dhl.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:
WSCA Master Contract for Small Package Delivery Services
Covering inbound and outbound intrastate, interstate domestic express, ground and international service.
3. **CONTRACT PERIOD:** Effective date 8/28/06 Termination date 08/27/07 unless terminated early or extended in accordance with the terms and conditions of this contract.
 Renewal option: Four (4) additional one year renewal options.
4. **PRICING AS PER THE ATTACHED PRICE LIST**
 PAYMENT TERMS: Net 30
 MINIMUM ORDER: N/A
5. **ATTACHMENT A:** Standard Terms and Conditions
ATTACHMENT B: Contract Digest
ATTACHMENT C: RFP Response
Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
 a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # DR6917, dated May 30, 2006.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Hank Gibson
 Contractor's signature
Hank Gibson, VP of Pricing

Douglas G. Richins
 Douglas G. Richins
 Director, Division of Purchasing

Type or Print Name and Title
8/22/06
 Date

8/23/06
 Date

DPR

STATE OF CALIFORNIA – CCC 1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

| | | |
|---|----------------------------------|--|
| <i>Contractor/Bidder Firm Name (Printed)</i> DHL EXPRESS | | <i>Federal ID Number</i> 9403380425 |
| <i>By (Authorized Signature)</i>  | | |
| <i>Printed Name and Title of Person Signing</i> Hank Gibson VP of Pricing | | |
| <i>Date Executed</i> 10/2/06 | <i>Executed in the County of</i> | |

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the