

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 4

TO: LIMITED DISTRIBUTION - The Ohio Department of Public Safety, Bureau of Motor Vehicles, P.O. Box 16520, Columbus, OH 43216-6520

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR Transportation of Records for the Ohio Department of Public Safety, Bureau of Motor Vehicles

Attached are pages 1, 4, 43 and 44 to this contract. Remove these page from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the Contractor, this amendment is issued to renew the subject contract an additional twelve (12) months, effective 11/01/12 through 10/31/13.

In addition to the twelve 12 month renewal this amendment is issues to notify of a new Office of Procurement Services contact and a change in contractor address.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Tim Riley
tim.riley@das.state.oh.us

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s): 00000162608
AT Xpress, LLC
3035 Charter St.
Columbus, OH 43228

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE_CONTRACT FOR: Transportation of Records for the Ohio Department of Public Safety, Bureau of Motor Vehicles

CONTRACT No.: OT905009

EFFECTIVE DATES: 11/01/08 to 10/31/10

* Renewal through 10/31/13

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT905009 that opened on 09/29/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Public Safety, Bureau of Motor Vehicles, P.O. Box 16520, Columbus, OH 43216-6520, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

** Tim Riley
tim.riley@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Minority Business Enterprise Award in accordance with ORC CH. 125.081

* Denotes renewal of contract

** Denotes new Office of Procurement Services contact

Signed: _____
Robert Blair, Director Date

SPECIAL CONTRACT TERMS AND CONDITIONS

EVALUATION: Bids will be evaluated in accordance with Article 1-17 of the "Instructions to Bidders." In addition, the State will:

Multiply the Estimated Volume times the Cost Per Box to calculate the Total Cost. The total for both Phase 1 and Phase 2, of all locations within that Region will be added together for a Grand Total. The Grand Total for both years, when applicable, will be added together for a Final Total.

The Final Total will be the award total for that Region. This calculation will be used independently for all Regions. Regions C and E will be added together for one award. There are a total of four potential award regions.; Region A, Region B, Region C/E, and Region D. A Bidder may Bid all or one of the award Regions.

Example Evaluation: Region A: Phase 1-Estimated Volume times the Cost Per Box equals Total Cost-Add Totals for all locations together for Grand Total.; Phase 2-Estimated Volume times the Cost Per Box for both years equals Total Cost- Add Totals for all cities together for Grand Total.

Add Grand Total of Phase 1 and Phase 2 Totals together. This is the award total. This is what will be used for the final evaluation to determine the lowest Bid for each region.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total for each of the four regions.

CONTRACT RENEWAL: See Article S-6. Contract Renewal: This Contract may be renewed solely at the discretion of DAS for a period of one month. Any further renewals will be for an appropriate period of time by agreement. The cumulative time of all renewals may not exceed thirty six (36) months unless DAS determines that additional renewal is necessary.

TEMPORARY FUEL ADJUSTMENT: No request for a temporary fuel adjustment may be requested for the first six (6) months duration of the Contract. Thereafter, should a statewide or national increase in the cost of fuel occur, that is greater than 20% of the cost for fuel in place at the time of Contract award, the Contractor may petition DAS to increase the Contract price(s). The Contractor will be required to provide a cost breakdown of each item to indicate the portion of their product cost that is attributed to fuel. If approved, the Contractor will be permitted to adjust the price(s) by the exact amount of the fuel increase. The increase will be effective seven (7) calendar days after approval. Future requests for fuel cost adjustment will be considered in six (6) month intervals, for the duration of the Contract, under the above conditions. Should a statewide or national decrease in the cost of fuel occur, that is greater than 20% of the cost of fuel at the time of Contract award or approved increase, the Contractor will advise Procurement Services of said decrease and the Contract will be adjusted accordingly. Said decrease will become effective seven (7) calendar days after notification. Failure of the Contractor to notify Procurement Services of a decrease will be considered as a default and the Contractor will be responsible to reimburse the state for any overpayments. Said increases or decreases will be effective on all orders placed on or after the approval date of the adjustment.

***USAGE REPORTS:** Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Tim Riley.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents as required by this contract. The documents must include a current Workers' Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

* These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Tim Riley.

* Denotes new Office of Procurement Services contact.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:
MBE Contractor



00000162608
AT Xpress, LLC
* 3035 Charter St.
* Columbus, OH 43228

CONTRACTOR'S CONTACT: Todd Smith

BID CONTRACT NO.: OT905009-4 (10/31/10)
Renewal through 10/31/13

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As Specified

Telephone: (614) 449-1801
FAX: (614) 449-1802

E-mail address: todd@atxpressllc.com

*Denotes change in Contractor address.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
4	09/01/12	This amendment is issued to notify of renewal of the subject contract an additional twelve (12) months effective November 1, 2012 through October 31, 2013, a new Office of Procurement Services contact and a change in Contractor address.
3	07/06/10	24 Months renewal 11/01/10 through 10/31/12, Analyst contact information updated.
2	12/02/08	Update vendor ID
1	11/04/08	Correct pricing for Phase 1-Region B