

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. 3

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR EXPEDITED DELIVERY OF SMALL PACKAGES (AIR, GROUND, FREIGHT & INTERNATIONAL)

Attached are pages 12 and 17 through 24 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to notify of a price increase effective with all orders on or after 10/09/15, to update the Delivery Documentation contact, and to repaginate.

All other prices, terms and conditions remain unchanged.

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):

0000087326  
United Parcel Service, Inc.  
55 Glenlake Parkway  
Atlanta, GA 30328  
E-Mail: pboyce@ups.com

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

C. Package dimensions and weight:

1. Packages shall not exceed the sizes as published by the awarded Contractor.
2. Packages in excess of the published weights and dimensions will be delivered at the option of the Contractor and may incur an additional charge. The Contractor shall educate and inform the agencies of these restrictions to avoid excessive costs to the State. The Agency must be cognizant of these restrictions to avoid excess surcharges or fees.
3. Handling of non-conveyable packages will be at the option of the Contractor and may incur an additional charge. The Contractor shall educate and inform the agencies of these restrictions to avoid excessive costs to the State. The Agency must be cognizant of these restrictions, and avoid the additional surcharge.

D. Contractor may enforce dimensional and weight limits on all shipments. Bidder should provide this information with the bid submittal.

X. LATE DELIVERY

- A. For all services listed herein, there shall be no delivery charge to the using agency for any shipment, which is deliverable late as indicated on the bill of lading.
- B. The Contractor must maintain a minimum 98% on-time delivery rate. Termination of the awarded contract may result if the thirty-day average delivery rate drops below 97%.

XI. DELIVERY DOCUMENTATION

- A. Contractor will furnish, on a monthly basis, using agencies with a delivery summary sheet, showing the number of delivery transactions handled by the Contractor for each agency, priority of each delivery, and on-time or late status of each delivery. A master report containing all of the above information and an overall recap will be furnished to the Office of Procurement Services, Attn: Rob Rounds or designee, 4200 Surface Road, Columbus, OH 43228, \*[rob.rounds@das.ohio.gov](mailto:rob.rounds@das.ohio.gov) on a monthly basis or more often as requested. The above information will be furnished at no additional cost to the State.
- B. Contractor shall upon request furnish delivery confirmation to the requesting agency for a specified delivery. This is in addition to any other delivery documentation that may be required. Unless otherwise established between the Contractor and the requesting agency, confirmation of delivery shall be by the Contractor's normal means of meeting such requirements. The Contractor will be responsible to educate and inform the agency customers how to track their shipments on the Contractor's Web site.

XII. HAZARDOUS MATERIAL/DANGEROUS GOODS AND RESTRICTED ARTICLES

It shall be the Contractor's option to carry goods, restricted articles or hazardous materials under the scope of this Contract if it is legal to do so. If the Contractor chooses to transport such material(s) the using agency may be subject to a charge for handling such materials(s). It shall be the using agency's responsibility to abide by the rules and regulations governing the carriage of dangerous goods, restricted articles, and hazardous materials as defined in the current revision of Title 49, Code of Federal Regulations, Parts 179-189, the optional International Civil Aviation Organization Regulations, and The International Air Transport Association Regulations.

XIII. CONCEALED DAMAGES

- A. The Contractor shall be contacted immediately by the using agency when concealed damages are encountered. The Contractor shall inspect the damage including, but not limited to packing materials. If it is determined damages were incurred during shipment, the Contractor shall issue a claim form and shall be held as per the insurance liability coverage clause. If it is determined damages are not as a result of the Contractor, the State shall assume responsibility.
- B. Each package shall be covered for damages up to \$100.00. The agency shall follow the Claims process for the awarded Contractor. It is the responsibility of the agency to purchase additional insurance for any goods being shipped greater than \$100.00 replacement value. Failure to purchase additional insurance may result in a loss for the agency, regardless of the fault of the damage. The value of the contents must be proven by a valid bill of sale or receipt to be provided to the carrier upon request.

\* Indicates an update to the Delivery Documentation contact.

**PRICE SCHEDULE**

OAKS ITEM NUMBERS	DESCRIPTION AND SURCHARGES
14848	NEXT DAY 10:30 AM DELIVERY
14849	NEXT DAY AFTERNOON DELIVERY
14850	SECOND DAY DELIVERY
14851	GROUND DELIVERY
14852	HUNDRED WEIGHT DELIVERY
25730	INTERNATIONAL DELIVERY

\*CLICK HERE FOR COMPLETE PRICE LIST: [https://procure.ohio.gov/pdf/RS900014PRICE\\_SCHEDULE.xls](https://procure.ohio.gov/pdf/RS900014PRICE_SCHEDULE.xls)

**PART 1: SHIPMENT OF SMALL PACKAGES, NEXT DAY PRIORITY, STANDARD NEXT DAY, SECOND DAY & GROUND:**

Zones 2-8 are listed on each of these worksheets with weights ranging from Letter to 70 pounds. Any additional zones or weights may be used.

Next Day Priority-received no later than 10:30 AM

Standard Next Day Delivery – received no later than end of business of the next business day (typically 5 PM)

Second Day – received no later than end of business on the second business day

Ground – received in 1-6 days depending on the Zone and published transit times of the awarded Contractor

*Fuel Surcharges and accessorial fees are in addition to the base price.  
 The cap allowed will be added as a 3% increase for Ground and 6% increase for Air.*

**PART 2: Freight (Hundredweight or LTL):** Bidder shall provide a percentage off of all published rates for this service. **50-65%** off published rate as of shipment date, **and/or** as the cost per pound as indicated on the Cost Summary as follows:

- A. Purpose - To consolidate multiple-packages into a single shipment at lower rates than it would cost to ship those packages individually.
- B. Definition – Hundredweight (CWT), Multi-piece Service (LPL) - Multiple package shipment with a minimum combined shipment weight of (approximately) 200 pounds and tendered for shipment from a single origin to the same destination and on the same day.
- C. CWT/Multi-piece LPL service shall provide a tiered rating method based on the origin/destination and the total shipment weight. When the cost to ship a greater weight (next tier) is less than the tendered shipment weight, the greater weight cost shall apply. For example: Shipper sends a 466 pound shipment. The cost for this shipment is \$81.69. The cost to ship a 500 pound shipment is \$79.30 because of being categorized in the next tier. The rate for that shipment shall be \$79.30.
- A. When the CWT/Multi-piece LPL shipment is subject to geographically related 'delivery area' surcharges, as defined by the carrier, any surcharge shall only be applicable to the shipment and not a per package charge. Any minimum charge shall never exceed the per package charge based on the tendered package weight.
- B. Carrier Compliance - The carrier must have a demonstrated ability to pick-up and delivery within defined delivery areas. All shipments tendered to the carrier must be accepted for delivery based on the limitations of their facilities, equipment and personnel.
- C. Prior to using any Sub-Contractors and/or 3rd party Contractor(s) to transport and/or deliver tendered shipments, the carrier must obtain approval from the using (shipping) agency.
- D. CWT/Multi-piece LPL deliveries shall be regarded as "Inside Delivery" to a designated location within the facility of the destination.
- E. The carrier must have the ability to electronically transmit updated shipping files that include delivery confirmation, and any additional charges incurred while in the possession of the carrier to supplement printed or electronically transmitted invoices.
- F. The carrier must have the ability to provide proper rates for installation in an agency owned carrier compliant 3rd party shipping system and at the expense of the carrier.

\* Indicates an update to the price.

**HUNDREDWEIGHT/Multi-Piece LPL PER POUND**

NDA CWT			Zones									
Weight (in LB)			102	103	104	105	106	107	108	124	125	126
100	to	And up	\$0.59	\$0.85	\$1.31	\$1.45	\$1.59	\$1.64	\$1.73	\$2.30	\$2.16	\$2.40

SAVER CWT			Zones						
Weight (in LB)			132	133	134	135	136	137	138
100	to	And up	\$0.50	\$0.73	\$1.29	\$1.41	\$1.48	\$1.57	\$1.63

2DA CWT			Zones									
Weight (in LB)			202	203	204	205	206	207	208	224	225	226
100	to	And up	\$0.45	\$0.51	\$0.67	\$0.92	\$1.45	\$1.62	\$1.68	\$2.09	\$1.88	\$2.31

2DAM CWT			Zones						
Weight (in LB)			242	243	244	245	246	247	248
100	to	499	\$0.49	\$0.55	\$0.75	\$1.04	\$1.63	\$1.86	\$1.90

3DS CWT			Zones						
Weight (in LB)			302	303	304	305	306	307	308
200	to	499	\$0.25	\$0.28	\$0.33	\$0.38	\$0.63	\$0.87	\$0.97
500	to	999	\$0.24	\$0.26	\$0.31	\$0.36	\$0.61	\$0.84	\$0.93
1000	to	And up	\$0.25	\$0.28	\$0.32	\$0.38	\$0.65	\$0.87	\$0.96
		mins	\$48.13	\$48.13	\$48.13	\$48.13	\$48.13	\$48.13	\$48.13

GND CWT			Zones									
Weight (in LB)			002	003	004	005	006	007	008	044	045	046
200	to	499	\$0.16	\$0.20	\$0.23	\$0.27	\$0.34	\$0.39	\$0.46	\$1.72	\$1.72	\$2.02
500	to	999	\$0.15	\$0.18	\$0.20	\$0.25	\$0.31	\$0.36	\$0.42	\$1.57	\$1.57	\$1.82
1000	to	And up	\$0.15	\$0.19	\$0.20	\$0.25	\$0.31	\$0.37	\$0.43	\$1.55	\$1.59	\$1.86
		mins	\$41.99	\$41.99	\$46.08	\$46.08	\$46.08	\$46.08	\$46.08	\$230.40	\$230.40	\$281.60

3D and GRD services have a minimum of 200lbs and are priced per pound, with a min average package weight of 15 lbs, and shipment minimums are noted above

1D and 2D services have a minimum of 100lbs and are priced per pound, with a min average package weight of 18 lbs, and there are no shipment minimums.

UPS billing will apply the lower of the two; either hundredweight/shipment cost or per individual/package cost.

**PART 3:  
 INTERNATIONAL SHIPMENTS**

Packages/Freight: (International): percentage off of all published rates for this service. **57%** discount off published rate as of shipment date. International discounts are relative to mode, package and shipment characteristics use; and special international lane discounts are also available. Refer to Custom rates regarding all UPS Worldwide services available to OHIO users, including special import lane rates.

INTERNATIONAL ACCESSORIALS*:	
Certificate of Origin and/or Electronic Export	\$10.00
Maximum Weight in pounds (no limit for shipment weight)	150# per package
Maximum Size (Girth + Length).....inches	165 inches
Maximum (longest) Length.....inches	108 Inches
Weight Limit 2nd Day Air/2nd Day Air AM Letter...pounds	See UPS Service Guide

**PRICE SCHEDULE**

**PART 4: ACCESSORIAL FEES**

Only those fees listed below will be permitted. Any invoices received with fees not listed below will be deemed as erroneous and a corrected invoice will be requested. This does not apply to special services requested by the agency that is outside of the standard delivery. Any special services specifically requested by the agency; will be billed at the published rate of the Contractor. Any disputed charges should be brought to the attention of the Office of Procurement Services for resolution.

Residential fees are not customarily permitted, and should be included in the unit cost. A Residence shall mean any structure in which individuals reside, AND a licensed business is not conducted. Any residence in which business is conducted, that can be verified as a valid business by verifying the address on the business license and/or with the Google Satellite Search, shall not be assessed a Residential Fee.

Description	Fee
Daily Pick up (on route, day specific, all tiers)	NO CHARGE
Additional pick-up if package is not ready, and a return pick-up is required.*	\$0.00
Address Correction (Ground)	\$5.85
Address Correction (Air)	\$5.85
C.O.D. charges (not allowed in this Contract)	NONE
Declared Value (per \$100, 1st \$100 free, and applicable minimum)	\$0.90 cost per \$100 and \$2.55 applicable minimum
Delivery Area Surcharge – Ground Commercial	\$1.40
Delivery Area Surcharge – Ground Residential	\$1.50
Delivery Area Surcharge – Air Commercial	\$1.50
Delivery Area Surcharge – Air Residential	\$2.00
Delivery Area Surcharge – Extended Residential	\$2.00 Ground/\$2.30 Air
Delivery Area Surcharge – Super Rural Commercial Air	\$1.50
Delivery Area Surcharge – Super Rural Commercial Ground	\$1.40
Delivery Confirmation Response – all	\$2.00
Document Processing Fee – (not allowed) for handwritten shipper documents.	To be waived for remote locations when accounts are set up accordingly.
Dry Ice	\$5.00
Fuel Surcharge – Ground (capped not to exceed 3%)	3% Cap
Fuel Surcharge – Air (capped not to exceed 6%)	6% Cap
Hazardous Materials – Air	\$35.00
Hazardous Materials – Ground	\$23.50

Contractor shall establish daily pickup times with each facility. On occasion, the facility may not be prepared for the shipment at the time the driver arrives. The Contractor may assess a fee if requested to return on the same day.

\*Indicates repagination.

**PRICE SCHEDULE**

ACCESSORIAL FEES

**PART 4 (CONT'D):**

Exceeds maximum size (large package)	\$45.00
Exceeds weight limits	\$51.65
Extended Area Surcharge (Applies to Export only)	\$28.00
Missing/Invalid Account Number	\$12.35
Fee if package/contents are not encased in cardboard box (Tote) that requires special handling to be transported manually by the Contractor.	\$8.75
On-call Ground: Future Day	\$3.00
On-call Ground: Same Day	\$2.00
Remote Area Surcharge (AK)	\$17.50
Remote Area Surcharge (HI)	\$6.00
Residential Surcharge - Ground	\$1.40
Residential Surcharge - Air	\$1.60
Saturday Delivery (Only to be used if recipient is open)	\$8.00
Undeliverable Return (billable at rate of outbound package)	\$4.69
Direct Delivery/Person-to-Person/Chain of Custody-allows a package to be tracked by a person from origination to destination	Express Critical, See UPS Service Guide

\*Indicates repagination.

EXHIBIT A



U.S. Department of Labor

www.bls.gov

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Economic News Release

PPI FONT SIZE: PRINT:

Table 4. Producer price indexes for the net output of selected industries and industry groups, not seasonally adjusted

Table 4. Producer price indexes for the net output of selected industries and industry groups, not seasonally adjusted								
Industry <sup>(1)</sup>	Industry code	Index base	Index			Percent change to Aug. 2008 from:		
			Apr. 2008 <sup>(2)</sup>	July 2008 <sup>(2)</sup>	Aug. 2008 <sup>(2)</sup>	Aug. 2007	July 2008	
Total mining, utilities, and manufacturing industries		12/06	111.8	118.9	117.2	12.5	-1.4	
Total mining industries		12/84	301.6	368.9	306.9	44.4	-16.8	
Oil and gas extraction	211	12/85	390.8	499.4	395.4	55.6	-20.8	
Mining (except oil & gas)	212	12/03	186.1	189.3	191.6	19.2	1.2	
Mining support activities	213	12/03	170.1	176.5	178.8	6.0	1.3	
Utilities	221	12/03	134.5	146.3	146.2	11.8	-0.1	
Total manufacturing industries		12/84	175.3	185.6	183.0	12.3	-1.4	
Food mfg	311	12/84	171.2	180.1	180.8	12.8	0.4	
Beverage & tobacco mfg	312	12/03	112.9	115.2	114.9	4.5	-0.3	
Textile mills	313	12/84	110.6	112.6	113.9	4.9	1.2	

http://www.bls.gov/news.release/ppi.t04.htm

9/13/2008

A Price Increase Example:

Contractor requests a price increase based on the PPI. The current PPI shows an increase of 11.1% since prior year period.

The Contract allows for no greater than a 6% increase. The increase request to be evaluated will be for 6%.

\*Indicates repagination.

EXHIBIT B

General Information and Requirements of Ohio Auto Dealers in the State of Ohio

To be eligible to deal in motor vehicles (BMV 4320)

Business

Must have an established place of business that is permanently and physically separated from any other business or residence.

- Must have a lot of at least 3,500 square feet, not including driveways, with adequate ground cover of a hard surface (gravel, concrete, etc.) to prevent the collection of dust, mud, water, or other unsightly conditions.
- Must have a permanent office of at least 180 square feet, of usable office area, located on the display lot, which shall be kept in a neat and orderly fashion. The office must include a desk, three chairs, filing cabinets, a telephone in service at all times, listed and answered in the dealership's name, and lighting and heat sufficient for an office. The office shall not be used for storage or other utility area.
- Business hours must be prominently displayed. The business must be opened and attended during the posted business hours, by an owner, partner, president of the corporation, member of a limited liability company, trustee of a business trust, or a licensed salesperson.
- The display lot must be separated from any other business or residence with a permanent physical barrier that is sufficient to deter normal vehicular and pedestrian traffic. The barrier must not be able to be removed.
- The proposed location must be easily accessible from a public roadway and identified as a motor vehicle dealership.

Sign

Must have a permanent sign in the exact name of the business as it appears on the application, with letters of at least six inches high. The business sign shall be prominently displayed, properly maintained and permanent.

Must maintain records of all motor vehicles purchase, leased, and sold. Refer to Ohio Revised Code section 4501:1-3-04 for the list of the required records.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000087326  
United Parcel Service, Inc.  
55 Glenlake Parkway  
Atlanta, GA 30328

BID CONTRACT NO.: RS900014-1  
RS900014-2(12/31/15) – Pcard Payment

DELIVERY: As Required

TERMS: Net 30

CONTRACTOR'S CONTACT:

Patrick E. Boyce

Toll Free: (800) PICK UPS  
Telephone: (317) 292-1626  
E-Mail: [pboyce@ups.com](mailto:pboyce@ups.com)

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
3	10/9/15	To notify of a price increase effective with all orders on or after 10/9/15,to update the Delivery Documentation contact person, and to repaginate.
2	2/28/14	To Add the Summary of Amendments Page 25.
1	10/9/15	To indicate OAKS Item Numbers, effective February 1, 2014 and, to add the Summary of Amendments page.

\*Indicates repagination.