

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: EXPEDITED DELIVERY OF SMALL PACKAGES (AIR, GROUND, HUNDREDWEIGHT)

CONTRACT No.: RS900709

EFFECTIVE DATES: 12/15/08 to 11/30/11
Renewal through 01/31/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900709 that opened on 12/01/08. 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 all State Agencies, State institutions of higher education and properly registered members of the Cooperative Purchasing Program of the Department of Administrative Services, 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:

Janice Fitzpatrick, CPPB
janice.fitzpatrick@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>

*Renewal for one (1) months effective 1/1/2014 through 1/31/14.

Signed: _____
Robert Blair, Director Date

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* All pricing information, including the pricelist, Accessorial Fees and Exhibit A pricing, is now accessible via the Current Price List link on the Procurement website: www.ohio.gov/procure

**Page formatting corrected 06/07/10

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the State of Ohio harmless with regard to political subdivision's and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The Contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Ohio Treasurer Office and forward the check to the following address:

Department of Administrative Services
General Services Division – Term Contract Program
4200 Surface Road
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share. If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

CERTIFICATION OF INTERSTATE AUTHORITY: Each Bidder shall submit with the bid response a notarized list of all existing authorities to perform the types of services required in this bid. This list shall include at a minimum the applicable PUCO authority certificates and/or permit number(s) and a description of the type of services that the Bidder is authorized to provide under each PUCO approval. The Bidder shall also indicate any additional PUCO approvals being sought or required to enable the Bidder to perform the services listed in the bid or as required by any contract awarded as a result of this bid. Upon awarding of a contract, the State reserves the right to submit any documentation to the PUCO for verification of approvals. All approvals shall remain in effect for the duration of the awarded contract and any extension(s) thereto. Failure to provide the information requested and/or failure to maintain proper authorities may result in the bid being deemed not responsive and/or any contract being immediately canceled.

AFFIRMATIVE ACTION PLAN: All Contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons.

An Affirmative Action Program Verification Form must be submitted to the Equal Opportunity Division to comply with the affirmative action requirements pursuant to the Ohio Revised Code 125.111(B). The form verifies the company's commitment to implement steps to ensure equal employment opportunity within their organization.

The Bidder must submit with their Bid verification that this process has been completed. The following link shall provide the Bidder with access to this website to complete the application. <http://www.das.ohio.gov/Eod/AAPV.htm>.

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CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible Bidder by low lot total.

EVALUATION: Bids will be evaluated in accordance with Article I-5 of the "Instructions to Bidders". There shall be one award for Ground and Air, and one award for Hundredweight. In addition, the state will: determine Low Lot Total by adding the unit cost of weights "Letter through 70 pounds" for Zones 2-8 of all four categories listed in Part 1 of the Price Schedule.

Contractors desiring to assess Fuel Surcharges, the capped percentage allowed will be added to the Bid price during the Evaluation process. The Bid price is your base price and should not include a Fuel Surcharge.

For Ground shipments, the cap shall be 3% and the Air cap shall be 6%. An example of how the price will be calculated for Bid Evaluation is: Bid price for a Letter Next Day Air is \$4.00. An additional 6%, or .24 will be added to make Bid price \$4.24.

Contractors desiring to assess a Delivery Area Surcharge will be assessed thirty-three percent (33%) of the Delivery Area Surcharge rate as bid on the Price Schedule of Accessorial Fees to all rates for Ground and Air shipments. This will be used to provide a more accurate assessment of pricing for the Ohio zip codes within a Delivery Area Surcharge range. Example: Bid price for a Letter Next Day Air is \$4.00. The Bid price for Delivery Area Surcharge is \$2.00. An additional 33% of the \$2.00, or .66 will be added to make Bid price \$4.66.

The State will then take the Bid with the lowest sum of all four categories of Part 1 to determine the lowest Bid to award for Ground and Air. The State will take the lowest Bid of Part 2 to award for Hundredweight.

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.

* **USAGE REPORTS:** Every three (3) 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 shipment method, 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, by electronic means on the OPS Web site. Upon request, the Contractor agrees to meet with the Office of Procurement Services to provide a presentation of this information and any pertinent information related to current issues involving this Contract.

FUEL SURCHARGES: For Ground shipments and Hundredweight shipments: the state of Ohio will allow Fuel Surcharges to be assessed at an amount not to exceed three (3%) of the total cost of shipments, excluding any accessorial fees. For example: a weekly invoice for an agency is \$500.00 plus \$55.00 in accessorial fees. The 3% would only apply to the \$500.00, for a total cost of \$570.00. For Air and International shipments: the policy stated above shall apply with the exception of the cap being set at 6% instead of 3%. These caps will be added to the Bid price for evaluation purposes.

Hundredweight shipments shall be assessed fuel surcharges by the full shipment, and not per piece.

The fuel surcharge should not exceed the Contractor(s) published rates at any time.

PRODUCER PRICED INDEX INCREASE: All pricing shall remain firm for the initial thirteen months of the contract. Price increases will be considered, not automatically applied, after the initial thirteen months, and then every twelve months thereafter. The increases shall include escalation factors based on the Producer Price Index (PPI) for Transportation Industries, as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. The increase will be evaluated by using the Percent Change from the prior twelve month period. An example of this is found in Exhibit A of this document.

The rate adjustments will be based on the previous months Producer Price Indexes for the Net Output of Selected Industries and Industry Groups, Not Seasonally Adjusted for the Transportation Industries, but in no case will any increase exceed 6%. This information is available at the U.S. Department of Labor, Bureau of Labor and Statistics website, www.bls.gov. See Exhibit A.

Ex: PPI request received January 2009. rates shall be taken from December 2008 and December 2007.

ADDITIONAL FEES: The state of Ohio will not recognize or allow any other fees outside of those provided in Part 4 of the Price Schedule or published rates for services purchased in advance by the agency. If the agency has not expressly requested a service, such as Saturday delivery, hazardous material, excessive sizing, restricted delivery, etc.; unless otherwise stated on the Price Schedule, they shall not be permitted.

* To indicate a new process for submission of usage reports; must be done on-line.

SPECIAL CONTRACT TERMS AND CONDITIONS

REPORTING: The state of Ohio requires that the Contractor be able to provide detailed tracking details and copies of invoices for the duration of this Contract. This information is to be provided within twenty-four hours of documented request. Failure to provide this information shall relieve the state of Ohio from its obligation to remit payment for the invoice or shipment in question.

For all deliveries, the Contractor must have an automated tracking system to locate lost and missing letters and packages. Tracking information must be available within two (2) hours after the first inquiry by the state. Tracking information is to include the acknowledgment of pickup, location of shipment throughout the Contractor's system, and delivery notification at no charge to the using agency. The Contractor must maintain sufficient delivery records to answer any using agency inquiries concerning the delivery.

ACCOUNT NUMBERS: Contractor agrees to establish one point of contact per agency, not facility, in which account numbers will be assigned. Individual locations shall go through their agency representative when setting up new account numbers. The Contractor is not responsible for incorrect billing in the event account numbers are not assigned in this manner. Each agency is responsible for identifying their location as a state of Ohio facility.

LIMITATION OF LIABILITY: The state of Ohio agrees that Section IV, D, 2 of the Standard Contract Terms and Conditions applies to the extent of the standard \$100.00 per package. Courier's damages are limited to \$100.00. If needed, additional coverage should be purchased by the agency/shipper.

MARKETABLE TITLE: This is to clarify that Standard Contract Terms and Conditions, Section IV, B, 8 is to mean the services for which the Contractor has been awarded the contract, and not the contents within the package(s).

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

I. SCOPE

The state of Ohio desires to obtain priority/urgent delivery services for all state agencies and cooperative purchasing members as specified herein. Pursuant to the Part 320.6 of the Code of Federal Regulations (CFR), which govern postal service regulations, priority/urgent delivery services must meet the "Extremely Urgent Letter Requirements" as described in Section II of this document. If such requirements are met, the Contractor may provide and the agency may utilize the delivery services of the Contract.

Further, the State desires to obtain a small package Hundredweight Service (CWT) as an adjunct to its Less Than Truckload (LTL) services for state agencies and cooperative purchasing members.

The State requests that the awarded Contractor(s) provide routine training with all users to ensure the most economical and practical shipping method is being used. For example: In instances where overnight delivery is being used on a document that could be shipped ground, or even standard postal service, the State desires the Contractor(s) to bring this to the agency's attention and suggest an alternate method of shipping.

The estimated express mail service to be used during the duration of this contract based on \$2,500,000 expended annually. The delivery methods typically used by the using agencies during the period of April 2008 through August 2008 are:

- A. 15% Ground
- B. 62% Next Day Delivery
- C. 8% Two Day Delivery
- D. 4% Hundredweight Service

Usage figures in the pricing schedule indicate the heaviest usage for the first three delivery classifications will fall in the 0 to 5 LB range.

II. MANDATORY CONDITIONS TO BE MET PRIOR TO USING THIS CONTRACT

The following criteria satisfy requirements for Scope, Section B. Hundredweight Service is not governed by these requirements.

To qualify as an extremely urgent letter, the letter must meet one of the conditions of 39 CFR Part 320.6, which are summarized as follows:

- A. For letters dispatched within 50 miles of the intended destination, delivery of those dispatched by noon must be completed within 6 hours or by the close of the addressee's normal business hours that day, whichever is later, and delivery of those dispatched after noon and before midnight must be completed by 10 A.M. of the addressee's next business day.

For other letters, delivery must be completed within 12 hours or by noon of the addressee's next business day.

This is available only if the value or usefulness of the letter would be lost or greatly diminished if it is not delivered within these time limits. For any part of a shipment of letters to qualify under this paragraph, each of the letters must be extremely urgent.

- B. It will be conclusively presumed that a letter is extremely urgent and is covered by the suspension if the amount paid for private carriage of the letter is at least three dollars or twice the applicable U.S. postage for First-Class Mail (including priority mail) whichever is the greater.
- C. Data Processing Material: Material must be produced on a recurring basis; and transmission to or from the data processing site must be completed within 12 hours or before noon of the next business day; and work at the data processing site must begin on the material within 36 hours of receipt.

NOTE: The term "data processing" means electromechanical or electronic processing. All types of material sent exclusively for processing (source documents) which includes recording data by electromechanical or electronic means for further processing as well as the direct input of data processing when shipped to the office which originated them, qualify as data processing material.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- D. For any part of a shipment of letters to qualify under this paragraph, each letter in that shipment must be considered extremely urgent.

III. DEFINITIONS

- A. Courier Service: The pickup and delivery of packages as described herein.
- B. Cooperative Purchasing Member: Described on page 3 of this document.
- C. Packages: The term "package" as used herein means any individual parcel/envelope weighing up to a maximum of seventy (70) lbs.
- D. Using Agency: The term "using agency" or "agency" as used herein means all state departments, state agencies, state institutions, and/or cooperative purchasing members as described on page 3 of this contract.
- E. Contractor: The term "Contractor" or "Bidder" as used herein means the awarded Contractor to provide the courier service(s) for participating agencies.
- F. Agent: A person that acts or is empowered to act on the behalf of another (i.e. representative for the primary courier) but is still liable to the primary courier. The agent(s) uniform, vehicles and etc. carries the name of the primary courier.
- G. Classification (Rating): The class to which an article is assigned for the purpose of applying transportation charges.
- H. Inside Delivery: Packages being delivered, by the Contractor, inside the building of the designated point of delivery.
- I. Bill of Lading: A contract issued to the shipper by a transportation company, listing the goods shipped, acknowledging their receipt, and promising delivery to a specific destination.
- J. Hundredweight Services (CWT): Contains multiple packages from a single origin to a single destination, billed based on the total weight of the shipment.
- K. Declared Value: Contract carrier shall provide declared value liability coverage for any mail piece shipment at no additional cost to qualified ordering entities at the value declared by the entity of record on the shipping document up to \$100 for Letters, Paks, Boxes and Tubes.

The contract carrier shall provide additional declared value coverage for qualified ordering entities at replacement cost declared by the qualified ordering entity up to the maximum current industry standard per mail piece for an additional fee. However, qualified ordering entities will be required to observe the contract carriers limits of liability and restrictions for any mail articles regardless of value.

NOTE: Contract carrier shall accept legible photos of damaged shipping packages in lieu of original package from qualified ordering entities having high security policies and procedures such as the prisons systems.

IV. CLASSIFICATIONS AND DELIVERY TIMES

- A. Premium Next Day Delivery 10:30 A.M.- Contractor will deliver premium next day letters and packages by 10:30 A.M. the next business day to any location within the 48 contiguous states.
- B. Standard Next Day Delivery - Contractor will deliver standard next day letters and packages by the close of business the next business day to any location within the 48 contiguous states.
- C. Second Day Delivery - Contractor must deliver second day letters and packages by 5:00 P.M. the second business day to any location within the 48 contiguous states.
- D. Ground Delivery – Contractor will deliver ground letters and packages within 1-6 days of shipping date to any location within the 48 contiguous states.
- E. Hundredweight Service - Contractor must deliver hundredweight shipments by close of business the second business day to any location within Ohio and by the close of business the fifth day to any location in the 48 contiguous states.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

V. APPLICABLE DOCUMENTS

Contractor must have the following regulatory entities' laws, rules, permits, certifications and regulations as applicable to operate a courier system as stipulated herein.

- A. Public Utilities Commission of Ohio (PUCO)
- B. Carriers intending to establish or alter operations based on the suspension granted pursuant to Codes of Federal Regulations, Part 320.2 shall, as a condition to the right to operate under the suspension, notify the Private Express Liaison Officer, Customer Services Department, United States Postal Service, Washington D.C. 10260, of their intention to establish such operations not later than the beginning of such operations.
- C. Interstate Commerce Commission

VI. GENERAL REQUIREMENTS

- A. With the exception of Ground and Hundredweight packaging, all services listed herein, the Contractor shall provide all necessary envelopes, forms, pick up registers, tags, documents, name and address stamps for computerized labeling systems, etc. necessary to record and identify the item being picked up for delivery. Where warranted the Contractor may provide additional facilitating equipment at no additional cost to the agencies. Ground shipments are to be packaged in the agency's packaging and the Contractor will provide the labels and equipment as stated above.
- B. Letter mail pieces shipped under this contract shall contain mail material deemed "Extremely Urgent" by the user agency. Mail piece addressing shall contain the street address and zip code for that street address. The street address shall be the delivery address. Users of this contract shall not use post office box addresses as the delivery address. The use of post office box numbers is reserved for mail transported by the United States Postal Service only.
- C. All shipments shall require inside delivery at no additional charge. In the event a Contractor is unable to make a delivery of an item, a non-delivery notice is to be left at the consignee's address stating a delivery has been attempted. The Contractor must make a minimum of two (2) additional attempts, at no additional charge to the shipper, before returning to the shipper, unless instructed otherwise by the shipper.
- D. Contractor shall be required to obtain the consignee's signature to show proof of delivery on those packages labeled as a "business interest" or commercial establishment.
- E. Contractor agrees to provide, at no additional charge, pickup service ("on call service") to all state agencies participating in this program regardless of its daily piece volume or of the number of address locations where each state agency conducts business. Pickup service shall be provided between the hours of 8:00 A.M. and 6:00 P.M. Monday through Friday. Each agency will determine for the Contractor, which address locations, require pickup service.

Upon request by the using agency, the Contractor shall establish a routine pick up schedule based upon the requesting agency and operational requirements. A routine pick-up schedule requires a minimum of pick-ups three of the five work days within a week. If an agency has less than this, pick-ups are done on an "on call service", unless otherwise arranged by the Contractor.

- F. The Contractor shall not place any minimum piece requirements on any user participating in this Contract which could serve to exclude or be grounds for charging fees higher than those quoted under this Contract. Specifically, there shall be no daily, weekly, monthly or annual minimum requirements which would serve to deviate from the Contractor's quoted rate.
- G. Contractor shall provide instructions concerning the maximum weight and over all size per individual package for each type of service stipulated herein.
- H. For all deliveries, the Contractor must have an automated tracking system to locate lost and missing letters and packages. Tracking information must be available within two (2) hours after the first inquiry by the State. Tracking information is to include the acknowledgment of pickup, location of shipment throughout the Contractor's system, and delivery notification at no charge to the using agency. The Contractor must maintain sufficient delivery records to answer any using agency inquiries concerning the delivery.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- I. For instances that electronic shipping labels are not feasible, Bills of lading, or an alternate mechanical means, will be utilized to transport packages. The Contractor will be required to furnish the using agency with blank bill of lading forms. The bill of lading forms shall be provided at the Contractor's expense.
- J. The Contractor shall attempt to correct any obvious destination address errors which do not require extensive research for correction (i.e. zip codes, room numbers) and deliver the shipment within the time requirements as specified in this solicitation.
- K. Contractor shall return to the using agency undeliverable or refused packages at no additional charge when so instructed. In the event of an error resulting from an action by the Contractor, the packages shall be delivered at no additional charge when so instructed. Any errors not resulting from the Contractor may result in additional fees to the shipper, for example, an incomplete or inaccurate address.
- L. Electronic Manifesting, Web Based Shipping: Carrier will be able to supply an Internet and Intranet based shipping solution which can be integrated into department and agency hosted sites.
- M. Electronic Billing: Contractor will be able to supply electronic bill presentation through EDI or Flat File layout.
- N. Ship Notification: Contractor will provide the ability to provide shipment notification through manifesting systems via e-mail or fax. Information to include: ship from, ship to, shipment weight, service level, scheduled delivery date and tracking information.
- O. Contractor shall supply corrected invoices at the request of the agency when disputes are the result of billing errors.

VII. HUNDREDWEIGHT (CWT)

- 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 Service (CWT) - 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 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.
- D. When the CWT 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.
- E. Carrier Compliance - The carrier must have a demonstrated ability to pickup and deliver 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.

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.
- F. CWT deliveries shall be regarded as "Inside Delivery" to a designated location within the facility of the destination.
- G. 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.
- H. 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.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- I. The shipper shall have the ability to provide a unique service level code for CWT shipments.
- J. The carrier must provide, and at the expense of the carrier, internet tracking capabilities on all shipments tendered for delivery from the time of pickup from the shipper to delivery to the consignee.
- K. Invoicing - Invoices must include service level codes, and be submitted to the shipper based on the day shipments are tendered to the carrier for delivery. All shipments (packages) tendered for delivery on any given day must be included on a single invoice. Submitted invoices must separate CWT shipments from any other parcels released to the carrier.

Incorrect invoices will be returned to the carrier for correction and the carrier must have a demonstrated ability to resolve invoice discrepancies. The carrier must have a demonstrated ability to submit invoices electronically upon mutual agreement with the shipper. Electronically submitted invoices shall be regarded in the same manner as an invoice prepared by the carrier and delivered (mailed) for payment in a document format.

- L. Customer Care - The carrier must provide designated service personnel and contact information to establish shipper accounts, respond to inquiries from the shipper including tracking, invoicing and supply ordering. The carrier must provide, at the expense of the carrier, toll free telephone number(s) and email address(s) for use by the shipper to reach the designated personnel.

VIII. DELIVERY & SERVICE REQUIREMENTS

- A. Contractor shall be capable of providing delivery services as specified herein to all points and locations. However, the state of Ohio recognizes delivery to some zip code zones is not available for Next Day delivery by 10:30 A.M., and in such instances Next Day delivery will be made either by 12:00 Noon or not later than the close of the addressee's normal business day.

NOTE; Normal business hours shall be defined by each using agency and will in some instances vary from a standard business day. (The Ohio State Patrol operates most of its facilities on a twenty - four hour basis and therefore may require a different schedule of pickups and deliveries). The agency and Contractor shall work together towards a mutually acceptable time.

- B. Each Contractor responding to this bid for delivery services as specified herein shall be the primary carrier. Any Interline services shall be managed by the primary carrier. The primary carrier is the sole point of contact for this Contract and is fully responsible for all actions on the part of the interline carrier. The interline carriers are responsible for adhering to all Terms and Conditions of this Contract. Any deviance from this is the responsibility of the primary carrier.
- C. Holidays: Should a state (and federal as applicable) observed holiday coincide with a scheduled daily and/or weekly pick up, the pick up will be scheduled for the next normal working day. Unless specifically requested, Sunday deliveries are considered beyond the scope of the contract. Saturday delivery shall be at the fee designated on the Price Schedule.
- D. Upon request by each using agency, the Contractor shall provide pick up times, delivery schedules and access to company's policy and procedures.
- E. For all services listed herein, all packages shall be picked up within sufficient time to allow for the proper delivery, as specified by using agency, of the packages within the terms of the contract.
- F. Delivery shall be both business and residential. The State conducts business with a variety of clients and customers which includes delivery to residential addresses. For this reason, residential delivery to a business location as defined in Price schedule, Part 4, shall be at no additional charge. Invoices received with this charge will be returned for a corrected invoice.
- G. Hundredweight shipments shall be weighed at the shipping point. Packages shipped using a carrier compliant shipping system with a properly calibrated scale shall not be subject to package reweighing. The Contractor may choose to annually test the calibration of agency owned scales at the expense of the Contractor. Repair or replacement of an agency owned scale shall be at the expense of the agency.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

IX. AFTER HOURS PICK UP/DELIVERY

- A. For routine pick-ups, arrangement for pick up and deliveries, other than normal building hours, must be arranged between Contractor and the building manager. Contractor shall provide upon request, security containers (box, bin, etc.) at no cost to accomplish pick up and delivery.
- B. If applicable, placement of containers must be arranged with the using agency's building manager who is requesting the service.
- C. Containers will be the responsibility of the Contractor and must be maintained within the standards of the building manager. The State will not be responsible for containers.

X. MAILING PACKAGES/CONTAINERS

- A. Contractor will, at no cost to the using agencies, make available proper packaging and/or container to hold and direct the parcel. Each agency shall have the option of using their own shipping containers in lieu of those supplied by the awarded Contractor upon the mutual agreement of both parties; however, no discount to the State for each use will be expected although it will be taken if allowed by the Contractor. This clause does not include ground or hundredweight containers which the Contractor may charge for if they are requested from the Contractor.
- B. For all services listed herein, awarded Contractor will supply bill of lading forms preprinted with the using agency's account information or bar code labels carrying account information.
- C. Package dimensions and weight:
 - 1. Packages shall not exceed the sizes as published by the awarded Contractor(s).
 - 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.
 - 3. Handling for non-conveyable packages will be at the option of the Contractor and may incur an additional charge.
- D. Contractor may enforce dimensional weight limits on all shipments.

XI. LATE DELIVERY

- A. For all services listed herein, there shall be no charge to the using agency for any shipment, which is delivered 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%.

XII. 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 list containing all of the above information and an overall recap will be furnished to the Office of Procurement Services designee on a monthly basis or more often as requested. The above information will be furnished at no additional cost.
- 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.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

XIII. HAZARDOUS MATERIALS/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 of such material(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 170-189, the optional International Civil Aviation Organization Regulations, and The International Air Transport Association Regulations.

XIV. CONCEALED DAMAGES

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.

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 damage.

XV. PARKING

The awarded Contractor shall provide for its own parking during the performance of this Contract and/or make arrangements with the using agency's building manager.

XVI. USING AGENCIES' RESPONSIBILITIES

As applicable, each using agency is to provide the Contractor with a list of agency coordinators and accounts to be established. List shall include name, address and current telephone number of each coordinator. Failure to provide this list or maintain with current information may result in accounts not being coded properly and any erroneous charges will be the responsibility of the agency.

XVII. BIDDER REQUIREMENTS

Bidder shall have been in the courier business for a minimum of four (4) years performing services similar in scope to that listed herein. Supplied references shall illustrate these requirements.

XVIII. CONTRACTOR REQUIREMENTS

- A. Drivers utilized in the performance of this Contract shall have a valid operators' license, properly marked company vehicle (i.e. owned or leased by the Contractor with all required identification information) and wear a complete uniform (bearing the company's name) that is standard to the courier industry (matching pants, shirt, hat and ID. badge).
- B. Awarded Contractor must provide free of charge, for the duration of the Contract, a dedicated customer service staff, with a direct phone line and dedicated E-mail address for using agency, telephone inquiry access for purposes of account set up, account maintenance, bill resolution, envelope supply, tracking shipment and other issues relating to the services stipulated herein.
- C. Contractor must supply an account representative to work with the Office of Procurement Services to take care of the above agency needs when the customer service staff cannot. Said representative must be on call and available Monday through Friday, from 8:00 am Eastern Standard Time to 5:00 pm Eastern Standard Time.
- D. Contractor will furnish on-site or on-line training sessions when requested by the using agencies, at no additional charge.
- E. Each Bidder shall provide with the Bid a minimum of three (3) references for which courier services similar in scope to that listed herein are presently being provided. The name, address, company contact person, telephone number and number of years servicing the account of each reference shall be provided. Failure to provide references that are not responsive or accessible may result in additional references being requested.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

Failure to provide a minimum of three responsive references may deem the Bid as not responsive and no further consideration given to the Bid.

- F. Bidders shall supply a list of exceptions, if any, under which the offered rate type mail piece would not apply. However, Bidders are cautioned that any exception to any written specifications is cause to disqualify your bid.
- G. Bidders shall furnish a service guide with bid which details (lists by name and zip code) all points served in the 48 contiguous United States. Failure to submit the service guide with the bid may deem your bid not responsive and no further consideration for award shall be given. The service guide may be in electronic format.

H. SHIPPING SOFTWARE

- 1. The awarded Contractor should provide to eligible contract users, at no additional cost, a shipping/software system to those eligible contract users who ship an average of 25 or more shipments per week, based on monthly data. Contractor may, at their discretion, also provide a shipping/software system to eligible contract users who ship less than 25 items per week. The shipping/software system must be capable of:
 - a. Providing forms and packaging, including shipping documents, manifests and shipping labels.
 - b. Tracking/Tracing all shipments using identification code of Contractor or contract user.
 - c. Collecting data for tracking/tracing system to include date and time of pickup, shipment weight, origin, and destination.
 - d. Providing a record of shipments with account number, origin, destination, shipment weight, origin and destination.
 - e. Providing consignor, upon request, pre-addressed return shipping labels.
- 2. Qualified eligible contract users shall have the option of using either paper or electronic versions of air bill labels and or forms. Contractor shall provide format required by qualified eligible contract users at no additional charge. Contractor is required to provide hard copy paper format to qualified eligible contract users without electronic capability.

XIX. SPECIAL NOTE TO USING AGENCIES REGARDING SHIPMENT WEIGHT

- A. No individual package shall weigh more than seventy (70) pounds and total weight of multiple packages per shipment/bill of lading shall not weigh more than one hundred (100) pounds (except hundred weight shipments). Agencies requiring deliveries of package(s) exceeding the above-mentioned weights shall procure their requirements in accordance with their direct procurement authority.
- B. Hundredweight shipments must be:
 - 1. "Ground": A minimum of 200 pounds with a maximum shipment weight of 1,000 pounds. No single package must weigh more than 150 pounds. Minimum average weight per package should be 15 pounds. Carrier "Zone" pricing applies. The rate to be applied will be in hundred (100) pound increments 250 pounds is 2.5 X \$20.00 = \$50.00) Appropriate tier or freight classifications apply.
 - 2. "Air": A total shipment weight of 100 pounds. Average weight of a single package should be 10 pounds. Carrier "Zone" pricing applies. Pricing applied will be by the pound. (Example: 125 pounds is 125 X \$1.00 = \$125.00). Appropriate tier or freight classifications apply.
 - a. Miscellaneous Requirements: No additional inside or upstairs delivery charges if the entire shipment is delivered to a single location; Full tracking services on all shipments; Three (3) delivery attempts; Pickup service the same as other services required by this contract.
 - b. Reweighs: If a using agency chooses to weigh their shipments at their location using scales certified as accurate by the Contractor, the Contractor shall agree to no reweigh charges. Likewise, if the agency opts to not weigh or certify their scales, the Contractor reserves the right to reweigh any shipments and charge accordingly.

*Page formatting corrected 01/05/09.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- c. Broken Shipments: The Contractor is responsible for ensuring that all packages in a hundredweight shipment are delivered to their destination on the same date. All shipments should be delivered and invoiced as shipped.

XX. FEDERAL REGULATIONS

- A. The Contractor shall be required to comply with all federal law pertaining to such carrier and the subject matter of this Contract, whether statutory, regulatory, or otherwise, including but not limited to the Private Express Statutes, 18 U.S.C. 1693-1699 and U.S.C. 601-606, Federal Regulations published in 39 CFR Parts 310 and 20 and as amended from time to time by rules published in the Federal Register, and applicable provisions of the United States Postal Service Domestic Mail Manual.
- B. Agencies utilizing this Contract shall ensure that mail pieces comply with applicable requirements for the purposes of laws, rules, and regulations. The awarded Contractor shall be responsible for providing any applicable rule or regulation to the state.

XXI. CONTRACTOR GUIDELINES FOR PRICING BIDS

It is the Bidders responsibility to offer pricing consistent to the U.S.P.S. Regulations 39 CFR Part 320.6. Failure to do so will deem your Bid not responsive with no further consideration for award given.

XXII. BILLING SUMMARY

- A. Contractor must provide a monthly billing summary to each using agency that identifies:
 - 1. Each mail piece dispatched by tracking number.
 - 2. Per piece cost by tracking number.
 - 3. Per piece destination by tracking number.
 - 4. Summary volume totals for agency mail pieces.
 - 5. Summary totals of agency mail piece costs.
 - 6. Agency summary listing destinations.
 - 7. Summary of agency's piece volumes by department code or cost center.
 - 8. Summary of agency mail pieces by weight category (optional if available).
- B. The Contractor shall also supply a quarterly and annual historical statement to the Office of Procurement Services. This statement must include the same information as required in "A" above plus the gross amount billed per agency and a summary of all agency shipments showing total dollar amount and number of pieces shipped per agency per weight classification.
- C. Contractor will be required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the state of Ohio. Upon request, financial and accounting records shall be made available to the state of Ohio, and/or its designees, at any time during the Contract period and any extension thereof, and for eighteen (18) months from expiration date and final payment on the Contract or extension thereof.

XXIII. BILLING ACCOUNT AND SHIPPER NUMBER (agencies)

- A. Contractor shall establish a unique billing account and shipper number under this Contract for every state agency and governing authority and bill each agency directly at their respective billing address.
- B. Agencies must have the option of establishing multiple accounts to separate billing within an agency.
- C. Contractor must be able to tie the state payment card to individual customer account numbers to assure these accounts will receive the contract rates.
- D. Agencies understand that failure to remit payment in a timely manner to the Contractor may result in the loss of services provided to all locations designated for that agency. The Contractor will work through the Office of Procurement Services to resolve any delinquent accounts. Every attempt will be made to bring an account to a current status to avoid disruption of service.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

XXIV. ADDENDUM TO CONTRACT PROHIBITED

Any using agency of a contract awarded pursuant to this bid/contract is expressly prohibited from entering into any agreement altering, adding, or modifying any terms and conditions or service required by this Contract with any awarded Contractor.

XXV. CONTRACTOR'S SERVICING GUIDE

Any Terms and Conditions stated within this document, or attachments to this document, shall supersede any servicing guides or standard operating procedures issued by the Contractor. In the event an issue is not addressed within this document or attachments, and a mutual agreement cannot be reached between the Contractor and the Office of Procurement Services, the published serving guide of the Contractor shall prevail.

PART 3:

PRICE ALLOCATION – Based on the date Bid was submitted, each Bidder must provide a breakdown of their total cost by completing the chart below. This will be used as a guideline when evaluating any future price increases.

VARIABLE FEES-CONTRACTOR TO COMPLETE = 99.25%						
FUEL	OTHER	LABOR COST	EQUIPMENT COST	PACKAGING COST	TRAINING COST-IF APPLICABLE	TOTAL IS 99.25%
AIR						99.25%
10.6%	33.5%	55.9%	0%	0%	0%	
GROUND (includes Hundredweight)						99.25 %
10.6%	33.5%	55.9%	0%	0%	0%	
FIXED FEES = 1%						
OHIO REVENUE SHARE	0.75%					.75%
TOTAL PRICE ALLOCATION						100%

* All pricing information, including the pricelist, rate schedule, and Exhibit A pricing, is now accessible via the Current Price List link on the Procurement website: www.ohio.gov/procure.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: RS900709-2 (12/31/13)
Renewal through 1/31/14

OAKS ID# 0000087326

* Local Office:
United Parcel Service, Inc.
2450 Rathmell Road
Obetz, OH 43207
Web address: www.ups.com

TERMS: Net 30 Days

DELIVERY: As Specified

* CONTRACTOR'S CONTACT:
Pat Boyce, Enterprise Customer Support:

* Phone: (317) 292-1626
* E-mail address: pboyce@ups.com

* Toll Free: (800) 877-1497
Customers calling the toll free number must they are
to be eligible for the Ohio pricing and
Accounts must be set up by a UPS prior to

using the Contract with the state of

shipments.

OR

Account Manager: Leonard Johnson
Telephone: (614) 593-5001
Email: leonardjohnson@ups.com

Corporate Office:
United Parcel Service, Inc.
55 Glenlake Parkway, NE
Atlanta, GA 30328

Billing Remittance:
United Parcel Service, Inc.
P.O. Box 7247-0244
Philadelphia, PA 19170-0001

Lockbox:
United Parcel Service, Inc.
Lockbox 577
Carol Stream, IL 60132-0577

* To indicate renewal for one month effective 1/1/14 through 1/31/14.

* Electronic Shipping Procedures:

Web-based:

- UPS.com – Electronic shipping method via the internet. All that's needed is an Internet connection, a My UPS registration (that is completed at www.ups.com), and either a payment card or a UPS account for billing. After registering with My UPS, customers can immediately start creating labels and processing shipments. No UPS Account Manager setup is required.
- CampusShip – is a shipping system that combines the convenience of desktop shipping with administrative features for monitoring and managing shipping activities. It enables multiple users within an organization to ship packages and perform other shipping-related tasks from any computer connected to the Internet. CampusShip must be setup by UPS Account Manager.
- WorldShip: – is a Windows-based software program that allows Scheduled Pickup Account shippers to manage all their UPS shipping activities from their desktop. Note: In order to use WorldShip, customers must have an active Scheduled Pickup Account. The software application is available free of charge to all customers who meet this criteria.
- The Air Shipping Document (ASD) is a three-part form used to ship air packages. The ASD contains your address label, tracking label, and shipping record. It allows you to choose between several payment options, including a bank check, major payment card (authorized P-card, where applicable), or a UPS-issued billing information number. A red ASD is used for UPS Next Day Air shipments and UPS Worldwide Express shipments. A blue ASD is used for UPS 2nd Day Air shipments.

* To indicate revised contact information to include electronic shipping procedures effective April 1, 2013.

PRICE LIST AND ACCESSORIAL RATES

UNSPSC: 78102200

OAKS ITEM NUMBERS:

OAKS ITEM#	DESCRIPTION
14848	Next Day 10:30 AM Delivery
14849	Next Day Afternoon Delivery
14850	Second Day Delivery
14851	Ground Delivery
14852	Hundred Weight Delivery

* All pricing information, include the pricelist rate charts and Exhibit A pricing is available on line on the DAS/GSD Procurement Services Web Site and also in a link at www.ohio.gov/procure, under "find it fast".

* **PART FOUR: APPROVED ACCESSORIAL (VALUE-ADDED) FEES OR SURCHARGES**

DESCRIPTION	FEES
Address Correction	\$6.00
Delivery Area Surcharge – Ground Commercial	\$2.00
Hazardous Materials Surcharge – Air	\$37.50
Hazardous Materials Surcharge – Ground	\$27.50
Declared Value (Value above first \$100.00)	\$0.85 per \$100 (\$2.40 Minimum)
Missing/Invalid Account Number Charge	\$12.00
**Residential Surcharge – Ground	\$1.40
Saturday Delivery (do not use if office is not open)	\$12.50
Exceeds weight limits (Agency should re-package)	\$55.00
Excessive Size (Agency should re-package)	\$45.00
***Additional Pick-up attempts	No charge
Extended Tracking – (Agency can track on-line, do not call UPS)	No charge
Direct delivery/Person-to-Person/chain of custody; allows a package to be tracked by a person from origination to destination	No charge
Fuel Surcharge – Ground and Hundredweight shipments; not to exceed	3% cap
Fuel Surcharge – Air; not to exceed	6% cap
Weekly Service Charges:	FEES
Daily Pick-up and Daily Pickup on Route (\$0.00-\$74.99 Billed)	No charge
Daily Pick-up and Daily Pickup on Route (\$75.00 + Billed)	No charge
UPS Smart Pick-up	No charge
Day Specific Pick-up – 4 days (\$0.00-\$74.99 Billed)	No charge
Day Specific Pick-up – 4 days (\$75.00 + Billed)	No charge
Day Specific Pick-up – 3 days (\$0.00-\$74.99 Billed)	No charge
Day Specific Pick-up – 3 days (\$75.00 + Billed)	No charge
Day Specific Pick-up – 1 or 2 days	No charge

* To indicate current allowed accessorial charges effective April 1, 2013.

** To indicate 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, shall not be assessed a Residential Surcharge.

*** Contractor shall establish daily pick up 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.

All other Accessorial Charges will be charged at the UPS published rate at the time of shipping, which may be found in the UPS Rate and Service Guide at www.UPS.com and is NOT a part of this approved contract/price list and may not be invoiced against the Contract.

Note: Only the fees above are permitted. Any invoice received with fees not listed above will be deemed as erroneous and a new invoice will be required. The payment terms of net 30 days will commence upon receipt of a proper and correct invoice by the agency.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
14	12/16/13	To indicate renewal for one (1) month effective 1/1/14 through 1/31/14 with noted changes.
13	04/01/13	To indicate renewal for final eight (8) months eligible, effective 4/1/13 through 12/31/13; to indicate new UPS contact information, to clarify the approved accessorial fees and surcharges, to link a new rate schedule with a 2.4% increase for domestic rates and a decrease for International shipping, and to provide explanation for how to use the contract and shipping in the most cost effective manner and avoiding unnecessary fees, repagination.
12	09/24/12	To indicate the current accessorial fees in compliance with the CPI-U average of all items in conjunction with a reduction of the published rates and the waiving of weekly service charge, daily pick up and smart pick up fee effective with all orders on or after September 24, 2012.
11	07/30/12	To indicate the correct fees for residential delivery and pick-up fees are no charge .
10	07/11/12	To indicate new contractor's contact and address information; to indicate new Analyst, to include OAKS item and UNSPSC numbers, and electronic shipping procedures; repagination.
9	04/01/12	Renew Contract for twelve (12) months, effective 04/01/12-03/31/13 and updated vendor contact. Revised pricelist effective 04/01/12.
8	01/01/12	Renew Contract for three (3) months, effective 01/01/12-03/31/12.
7	11/04/11	To do a 30 day unilateral extension through 12/31/11.
6	01/18/11	To update Contractor contact and local address information.
5	08/20/10	To indicate a clarification to the delivery service descriptions within the Price List, and an update to the Contractor's contact information.
4	06/07/10	To indicate an update to the Table of Contents, and an update to the contractor's contact information.
3	03/15/10	To indicate repagination, a rate increase update to the pricelist, Accessorial Fees, and Exhibit A pricing, and to indicate that all pricing information is now accessible via the Current Price List link on the Procurement website: www.ohio.gov/procure .
2	02/03/10	To indicate an update to the contractor's contact information.
1	01/02/09	Correct page formatting from page 10 – 41 and add additional contact name for Contractor.