

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: PARCEL MAIL SORT SERVICES AND EXPEDITED DELIVERY

CONTRACT No.: OT00908338

EFFECTIVE DATES: 08/01/14 to 06/30/16

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT00908338 that opened on 07/16/14. 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 OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES, GENERAL SERVICES DIVISION, STATE MAIL SERVICE, 30 EAST BROAD STREET, B-1, COLUMBUS, OH 43215 AND ALL LOCATIONS AS SPECIFIED HEREIN, 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:

Jennifer Shaefer, CPPB  
jennifer.shaefer@das.ohio.gov

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

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

Signed: \_\_\_\_\_  
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
Special Contract Terms and Conditions	3-4
Amendments to Contract Terms and Conditions	3
Contract Award	3
Evaluation	3
Contract Renewal	3
Fixed-Price with Economic Adjustment	3
Usage Reports	3
Bid Automobile Liability Checklist	4
Specifications	5-7
Scope	5
Contractor Requirements	5-6
Custodial Responsibility for the Mail	7
Agency Responsibility	7
Contractor's Qualifications	7
References	7
Contract Items	8-9
Price Schedule	8-9
Attachments	10-11
Attachment One	10-11
Contractor Index	12

## 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.

**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-12 of the "Instructions to Bidders". In addition, the state will MULTIPLY Estimated Annual Usage by Parcels Shipped by the Price per Item and add these totals together for an estimated yearly cost. Where the annual usage is indicated as unknown, a quantity of one (1) will be used for evaluation purposes.

**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. The cumulative time of all renewals may not exceed forty-eight (48) months unless DAS determines that additional renewal is necessary.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first twelve (12) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

**USAGE REPORTS:** Every six (6) 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.: Jennifer Shaefer, CPPB.

**SPECIAL CONTRACT TERMS AND CONDITIONS**

**BID AUTOMOBILE LIABILITY CHECKLIST:**

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

**SPECIFICATIONS AND REQUIREMENTS**

I. SCOPE

The intent of this bid is to acquire the services of a Contractor to furnish parcel mail sorting services and expedited delivery services for mail containing any item weighing from 3.0 ounces through and including 15 ounces; mail containing bound printed matter weighing from 1 pound through and including 15 pounds; and for mail containing items other than bound printed matter weighing from 1 pound through and including 15 pounds for using agencies.

II. CONTRACTOR REQUIREMENTS

A. Pickup Locations and Pickup Schedules:

1. Current Pickup Locations and Pickup Schedules

Lebanon Correctional Institution	Lebanon, Ohio	2:30 pm
Dept. of Health	246 N. High St.	3:15 pm

State Office Tower 1	30 E. Broad St.	As needed
State Office Tower 2	77 S. High St.	As needed
Attorney General	130 E. Town St.	As needed
Dept. of Education	25 S. Front St.	As needed
Dept. of Education	65 S. Front St.	As needed
Dept. of Insurance	2100 Stella Ct.	As needed
Industrial Compliance	6600 Tussing Rd.	As needed
E.P.A.	122 S. Front St.	As needed
Dept. of Aging	50 W. Broad St.	As needed
Ohio State Highway Patrol	1970 W. Broad St.	As needed
Dept. of Public Safety	1970 W. Broad St.	As needed
Bureau of Motor Vehicles	1970 W. Broad St.	As needed
Bureau of Motor Vehicles	1583 Alum Creek Dr.	As needed
Bureau of Workers' Compensation	30 W. Spring St.	As needed
Industrial Commission	30 W. Spring St.	As needed
Dept. of Taxation	1022 Freeway Dr.	As needed
Dept. of Rehabilitation & Correction	1050 Freeway Dr.	As needed
Dept. of Natural Resources	Fountain Sq.	As needed
O.D.O.T.	1980 W. Broad St.	As needed
General Services Division of DAS	4200 Surface Rd.	As needed

2. During the term of this contract new mail pickup locations may be added and existing mail pickup locations may be deleted or changed. The Contractor will be required to adjust its' schedules and number of required staff to accommodate these changes to the state of Ohio. The Chief, State Mail Service, designates pickup locations.

B. The Contractor will pick up, apply postage, sort and deliver to the Destination Delivery Units (DDU), Processing & Distribution Centers (P & DC's) and the Bulk Mail Centers (BMC's) of the United States Postal Service (USPS), qualifying mail, weighing 3.0 ounces and up to and including 15 ounces of any item, 1 pound up through and including 15 pounds of bound printed matter, and 1 pound up through and including 15 pounds of items other than bound printed matter, in accordance with USPS regulations.

### SPECIFICATIONS AND REQUIREMENTS

- C. Mail that is unreadable, has no ZIP code, or does not meet the addressing requirements of the USPS standards for normal mail must be returned to the using agency within two (2) days at no charge to the agency. As an alternative to having mail returned to the using agency, the Contractor may correct the omission and charge the using agency a handling fee, in addition to the postage fee and normal handling charges, for providing this service.
- D. Complete presorting of all daily volumes to meet requirements of the United States Postal Service. Contractor certifies that all volume will be processed and totally mixed, where possible, with volumes from its other customers every mailing day.
- E. Failure to comply with USPS preparation requirements will be the responsibility of the Contractor except for the error in mail preparation of mail by using agencies.
- F. The Contractor is responsible for furnishing the personnel, vehicles and mail sort production facilities necessary to perform the services specified in this contract.
- G. The Contractor is responsible for processing the mail by using agency and providing that agency a completed account of each piece with weight and charges. Any discrepancies are to be noted the next business day and an immediate reconciliation done.
- H. The Contractor is subject to the governing regulations of the United States Postal Service and law of the United States affecting the processing of domestic mail.
- I. Contractor must accept liability for any law suit(s) arising from any of its actions concerning non-delivery of mail.
- J. All mail related functions are to be accomplished at a facility owned or rented by the Contractor for such services. The state reserves the right to visit the Contractor's presorting facilities at any time during the Contractor's normal working hours.
- K. The Contractor will be required to acquire any licenses necessary to perform the total services required. Further, the Contractor will be responsible to comply with any and all laws, rules and regulations pertaining to the performance and services delivered through this contract.
- L. The Contractor must provide adequate security for state mail while in its possession. The Contractor will be responsible for any and all mail losses that may occur as a result of the Contractor's failure to provide adequate security. The Contractor must have as a minimum, such security systems as a mechanical alarm system or security guards.
- M. Vehicles utilized for the pickup and delivery of mail must be capable of being locked and must be locked during the transporting of state mail.
- N. The Contractor is to provide for its own parking during the performance of this contract.
- O. The Contractor is to invoice each agency directly.

## SPECIFICATIONS AND REQUIREMENTS

### III. CUSTODIAL RESPONSIBILITY FOR THE MAIL

- A. Damaged mail, which cannot be processed by the Contractor, is to be returned to the using agency within one (1) day of discovery.
- B. No information (except ZIP codes) is to be retained from state mail.

### IV. AGENCY RESPONSIBILITY

- A. The using agencies will provide mail in tubs (furnished by USPS) with all addresses facing the same direction.
- B. The using agencies will provide a manifest, furnished by the Contractor, for each shipment. This manifest will indicate the total number of pieces to be processed.
- C. The using agencies will notify the Contractor of any volumes that exceed the average daily volume.
- D. The using agencies will comply with the USPS Intelligent Mail Package Barcode (IMpb) requirement. Additionally, a Shipping Service Electronic Manifest File with full addresses or zip+4 information is required with each shipment. The Contractor will work with Agencies to facilitate satisfactory compliance with this USPS requirement.

### V. CONTRACTOR'S QUALIFICATIONS

- A. The Contractor must be a registered mailer with the United States Postal Service and pay the applicable annual fees to the U.S. Post Office.
- B. The Contractor must have been in the mail sort business no less than five (5) years and furnish four (4) references where similar services, as requested in this bid, were performed.
- C. The Contractor must be a business partner and national account with the United States Postal Service.
- D. The Contractor must offer online reporting and provide agencies with training as needed.

### VI. REFERENCES

Bidder must provide with their Bid at least four (4) positive references for jobs of similar scope which may include government agencies and private industries. The reference must provide the name and address of the company, the name and telephone number(s) of the contact person, a brief description of services provided and the length of service for that company. The references must include the annual dollar amount of the contract, and the type(s) of services performed.

Upon request from the Office of Procurement Services, the Bidder will provide additional references if needed. Failure to provide references that are able and available to answer questions pertinent to the Bidder's performance and job satisfaction may deem the Bidder as not responsive and their Bid may be disqualified.

**PRICE SCHEDULE**

NOTE: The processing charges requested below are to include postage fees.

**PROCESSING CHARGE FOR MAIL CONTAINING ANY ITEM**

OAKS Item # 13376

DESCRIPTION UNIT COST	PRICE PER ITEM
3 OUNCES	\$1.57
4 OUNCES	\$1.66
5 OUNCES	\$1.75
6 OUNCES	\$1.83
7 OUNCES	\$1.91
8 OUNCES	\$2.00
9 OUNCES	\$2.10
10 OUNCES	\$2.19
11 OUNCES	\$2.28
12 OUNCES	\$2.37
13 OUNCES	\$2.47
14 OUNCES	\$2.58
15 OUNCES	\$2.66

**PROCESSING CHARGE FOR MAIL CONTAINING BOUND PRINTED MATTER**

OAKS Item # 13376

DESCRIPTION UNIT COST	PRICE PER ITEM
1 POUND	\$2.75
2 POUNDS	\$2.83
3 POUNDS	\$2.98
4 POUNDS	\$3.13
5 POUNDS	\$3.27
6 POUNDS	\$3.42
7 POUNDS	\$3.55
8 POUNDS	\$3.70
9 POUNDS	\$3.85
10 POUNDS	\$4.00
11 POUNDS	\$4.15
12 POUNDS	\$4.27
13 POUNDS	\$4.43
14 POUNDS	\$4.58
15 POUNDS	\$4.71

**PRICE SCHEDULE (continued)**

NOTE: The processing charges requested below are to include postage fees.

**PROCESSING CHARGE FOR MAIL CONTAINING ITEMS OTHER THAN BOUND PRINTED MATTER**

OAKS Item # 13376

DESCRIPTION UNIT COST	PRICE PER ITEM
1 POUND	\$2.76
2 POUNDS	\$4.79
3 POUNDS	\$5.23
4 POUNDS	\$5.72
5 POUNDS	\$5.91
6 POUNDS	\$6.08
7 POUNDS	\$6.25
8 POUNDS	\$6.47
9 POUNDS	\$6.83
10 POUNDS	\$7.17
11 POUNDS	\$7.51
12 POUNDS	\$7.90
13 POUNDS	\$8.25
14 POUNDS	\$8.57
15 POUNDS	\$8.87
PROCESSING CHARGE FOR MAIL THAT IS UNREADABLE, HAS NO ZIP CODE, OR DOES NOT MEET THE ADDRESSING REQUIREMENTS OF THE USPS STANDARDS FOR NORMAL MAIL TO CORRECT THE OMISSION IN ADDITION TO NORMAL HANDLING CHARGES, FOR PROVIDING THIS SERVICE.	\$0.45

**COST ALLOCATION** – See File for a complete breakdown.

**ATTACHMENT ONE**  
**CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE**

DEPARTMENT OF ADMINISTRATIVE SERVICES  
STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

**2700 S Commerce Pkwy**  
\_\_\_\_\_  
(Address)

**Weston, FL 33331**  
\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

**Finkle Trucking**  
\_\_\_\_\_  
(Name)

**435 Allwood Dr., Clifton, NJ 07102**  
\_\_\_\_\_  
(Address, City, State, Zip)

**Thurman Trucking**  
\_\_\_\_\_  
(Name)

**101 North Wood Street, Wapakoneta, OH 45895**  
\_\_\_\_\_  
(Address, City, State, Zip)

**Barr Nunn Trucking**  
\_\_\_\_\_

**1803 Burr Oak Blvd., Granger, IA 50109**  
\_\_\_\_\_

2. Location where services will be performed by Contractor:

**2325 Global Way**  
\_\_\_\_\_  
(Address)

**Hebron, KY 41048**  
\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

**Gauranteed Express**  
\_\_\_\_\_  
(Name)

**1885 Los Palmas Ave, San Jose, CA 95133**  
\_\_\_\_\_  
(Address, City, State, Zip)

**Thurman Trucking**  
\_\_\_\_\_  
(Name)

**101 North Wood Street, Wapakoneta, OH 45895**  
\_\_\_\_\_  
(Address, City, State, Zip)

**Barr Nunn Trucking**  
\_\_\_\_\_

**1803 Burr Oak Blvd, Granger, IA 50109**  
\_\_\_\_\_

**ATTACHMENT ONE (continued)**  
**CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE**

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

<b><u>DP DHL Americas Mail Terminals &amp; Administrative Locations</u></b> (Address)	<b><u>Various Locations</u></b> (Address, City, State, Zip)
--	--

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

<b><u>Data Center T-Systems</u></b> (Name)	<b><u>Magdeburg, Lubecker Strasse 2 Germany</u></b> (Address, City, State, Zip)
---	--

<b><u>Equinox-Datacenter T-Systems</u></b> (Name)	<b><u>Frankfurt/Mail Germany</u></b> (Address, City, State, Zip)
--	---

<b><u>T-Systems North America Data Center</u></b> (Name)	<b><u>8701 East Hartford Drive, Scottsdale, AZ 85255</u></b> (Address, City, State, Zip)
---	---

<b><u>Level 3</u></b> (Name)	<b><u>180 Peachtree St. NW, Atlanta, GA 30303</u></b> (Address, City, State, Zip)
---------------------------------	--

<hr/> (Name)	<hr/> (Address, City, State, Zip)
-----------------	--------------------------------------

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: Signature on File  
Contractor

Print Name: Donna Costa

Title: VP Commercial

Date: 7/11/14

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

BID CONTRACT NO.: OT00908338-1 (06/30/16)

MAIN OFFICE

OAKS ID # 89765  
Global Mail Inc.  
dba DHL Global Mail  
2700 S. Commerce Parkway Suite 400  
Weston, FL 33331

TERMS: Net 30 Days  
DELIVERY: As Specified

CONTRACTOR'S CONTACT: Jonathan Briggs

Telephone: (954) 903-6300  
Mobile: (937) 305-8728  
FAX: (954) 349-6379  
E-Mail: [jbriggs@dhlglobalmail.com](mailto:jbriggs@dhlglobalmail.com)