

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, FREIGHT & INTERNATIONAL)

CONTRACT No.: RS900014

EFFECTIVE DATES: 02/01/14 to 12/31/15

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. RS900014 that opened on 11/25/13. 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 L. Fitzpatrick, CPPB  
janice.fitzpatrick@das.ohio.gov

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

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

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

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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 subdivisions 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 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>.

**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. 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 shall evaluate the proposed costs for LPL; based on the cost per pound and/or discount % off published list price. The State shall evaluate the proposed costs for LTL; based on the rate tariff submitted.

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/Multi-piece LPL. The State will review the rate tariff submitted for LTL to determine best rate for the state of Ohio.

**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 twenty-four (24) months unless DAS determines that an 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. 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/LPL/LTL 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/LPL/LTL 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](http://www.bls.gov). See Exhibit A.

Ex: PPI request received January 2014. Rates shall be taken from December 2013 and December 2012 for the NAICS PPI for Courier Services, Delivery.

**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, early AM, hazardous material, excessive sizing, restricted delivery, etc.; unless otherwise stated on the Price Schedule, they shall not be permitted.

**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.

The Contractor shall submit a monthly report to DAS/Office of Procurement Services to include a summary by Agency or Entity to include the number of invoices issued total, the number of invoices that were corrected by the Contractor during the previous month, and whether they were resolved or not. Further, the summary report must include the number of late or missing deliveries per month. This report is to be submitted by email attachment no later than the 15th of each month for the prior month's activity.

**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).

**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 servicing guide of the Contractor shall prevail.

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 governs 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.

The State requests that the awarded Contractor 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/package that could be shipped ground, or even standard postal service, the State desires the Contractor 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 is based on an estimated \$1,600,000.00 to \$2,500,000.00 annually. The delivery methods typically used by the using agencies during the period of January, 2012 through December, 2012 are:

- A. 68% Ground
- B. 20% Next Day Delivery
- C. 2.5% Two Day Delivery
- D. 0.3% Three Day Delivery
- E. 3.0% Hundredweight Service (LPL, Less than Pallet Load) and LTL
- F. 6.0% International Delivery

Usage figures in the pricing schedule indicate the heaviest usage for the first three delivery classifications will fall in the zero (0) to five (5) pound range.

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

The following criteria satisfy requirements for Scope, Section B. Note: Hundredweight/LPL/LTL Service is not a part of urgent letter requirements.

To qualify as an extremely urgent letter must meet one of the conditions of 39 CFR Part 320.6<sup>1)</sup>, which are summarized as follows:

- A. For letters or packages dispatched within 50 miles of the intended destination, delivery of those dispatched by noon must be completed within six (6) hours or by 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 10:00 AM of the addressee's next business day.

For other letters or packages, delivery must be completed within twelve (12) hours or by noon of the addressees 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 (\$3) 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 include 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.

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

1) Reference U.S. Code for Regulations 39CFR Ch.1 §320.6

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

III. DEFINITIONS

- A. Business Day is Monday through Friday excluding all "State observed holidays".
- B. Courier Service: The pickup and delivery of packages as described herein.
- C. Cooperative Purchasing Member: Described on page three (3) of the ITB, and listed on the Web site, [www.procure.ohio.gov](http://www.procure.ohio.gov) with other Weblinks, by county or district.
- D. Packages: The term "package" as used herein means any individual parcel/envelope weighing up to a maximum of seventy (70 lbs.) pounds.
- E. 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 three (3) of the ITB.
- F. Contractor: The term "Contractor" or "Bidder" as used herein means the awarded Contractor to provide the courier service(s) for participating agencies.
- G. Agent: A person that acts or is empowered to act on the behalf of another (i.e.; representatives 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.
- H. Classification (Rating): The class to which an article is assigned for the purpose of applying transportation charges.
- I. Inside Delivery: Packages being delivered, by the Contractor, inside the building of the designated point of delivery, at no additional cost to the customer.
- J. Bill of Lading: A contract issued to the shipper by a transportation company, listing the good shipped, acknowledging their receipt, and promising delivery to a specific destination. This may be electronically generated or handwritten on a form provided by the Contractor.
- K. Freight (Hundredweight/LTL) Service (CWT/LTL): Contains multiple packages from a single origin to a single destination, billed based on the total weight of the shipment.
- L. 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 carrier's limits of liability and restrictions for any mail articles, regardless of value. Entity must provide proof of value, in the form of a receipt.

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 rehabilitation and corrections' systems.

- M. Bureau of Motor Vehicles (BMV) and the Deputy Registrar Offices are exempt from residential fees for the shipment of license plates and or related packages. A link will be provided to the Contractor of the addresses and/or the account numbers that are not to be charged the residential fee by the awarded Contractor, upon request.

IV. CLASSIFICATIONS AND DELIVERY TIMES – MBG (MONEY BACK GUARANTEE)

- A. Premium Next Day Delivery 10:30 AM – Contractor will deliver premium next day letters and packages by 10:30 AM, the next business day to any location within 48 contiguous states.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- 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 48 contiguous states.
- C. Second Day Delivery – Contractor must deliver second day letters and packages by 5:00 PM the second business day to any location within the 48 contiguous states.
- D. Ground Delivery – Contractor will delivery ground letters and packages within 1-6 days of shipping date to any location within the 48 contiguous states.
- E. International Delivery – Contractor will provide standard International delivery of letters and small packages at discounted, competitive rates.

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 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 and/or software 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 at no additional cost.
- 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 consignees 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 the parcel to the shipper, unless instructed otherwise by the shipper.
- D. The 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. The Contractor agrees to provide, at no additional charge, pick up 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. Pick up service shall be provided between the hours of 8:00 AM and 6:00 PM, Monday through Friday. Each agency will determine for the Contractor, which address locations, require pick up service.

Upon request by the using Agency, the Contractor shall establish a routine pick up scheduled 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.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- 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 rates.
- G. The Contractor shall provide clear instructions concerning the maximum weight and overall size per individual package for each type of service stipulated herein. The Contractor will provide education to inform the agencies of the restrictions.
- 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 pick-up, 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.
- I. For instances that electronic shipping labels are not feasible by the agency or entity, 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. The Contractor will agree to waive any additional fees or charges for use of alternate blank Bill of Lading form which may be handwritten. There may be situations or remote locations in the State that do not have electronic access to print shipping forms.
- 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 Contract.
- K. The Contractor shall return to the using agency undeliverable or refused packages at a nominal fee when it is the fault of the Agency/Entity or the State, for example, an incomplete or inaccurate address. Using agencies are to be cognizant of the issues caused by inaccurate information. 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, nominal fees to the shipper,
- 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 at no additional cost to the Agency/Entity. Using agency must contact the Contractor's contact to inquire as to how they can set this up. The Contractor will provide direction to accommodate this action within one business week. The awarded Contractor must facilitate training at mutually agreeable location(s) in Ohio to the agencies or entities and provide group training to cover the greatest amount of customers to set up creating electronic shipper documents.
- M. Electronic Billing, Contractor will be able to supply electronic bill presentation through EDI or Flat File layout upon award of a Contract to any agency or entity eligible to use the Contract who chooses to use that solution.
- N. P-Card Acceptance – The Contractor will accept the State (or other government) Agency Payment Card for shipment of packages and letters in lieu of a purchase order under the same pricing (without any additional fees), or terms and conditions. The Contractor will expeditiously set up new accounts, as needed for P-card payment against this Contract at no additional cost to the State. The Contractor will provide a guaranteed turnaround time to obtain acceptance of the card through an Account Number assigned by the Contractor. The approval time should not exceed 48 hours after application is submitted. All shipments and accounts must be allowed to pay utilizing the State's P-card or other government P-card (without any additional fees).
- O. Ship Notification; Contractor will provide the ability to provide shipment notification through manifesting systems via email or fax at no additional cost. Information must include, ship from, ship to, shipment weight, service level shipped, scheduled delivery date and tracking information through delivery. This notification would be in addition to the ability to track a shipment on-line.
- P. Contractor shall supply corrected invoices at the request of the agency when disputes are the result of billing errors. In accordance with OAC 126-3-01, "invoice" means an itemized listing showing performance of the service described in the order and the date of the service or an itemization of the labor furnished and the sum due pursuant to the Contract.

(a) A state agency is in receipt of a defective or improper invoice if the state agency is in receipt of an invoice which does not meet the definition of paragraph (A)(5)(below) of this rule.<sup>1</sup>

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<sup>1</sup> OAC 126-3

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

(b) If the state agency is in receipt of a defective or improper invoice, the state agency shall postpone payment as follows:

(i) Within fifteen days of receipt of the invoice, the state agency shall send written notice of the defect or impropriety to the vendor.

(ii) The notice shall describe the defect or impropriety and shall provide any other information necessary for the vendor to correct the defect or impropriety.

(iii) If the state agency provides the vendor with such notice, the required payment date shall be thirty days after the state agency is in receipt of a proper invoice.

(iv) If the state agency fails to provide such notice to the vendor within fifteen days of receipt of the invoice, the required payment date shall not be postponed.

(v.) "Receipt of a proper invoice" means receipt of both (a) an invoice as defined in paragraph (A)(4) of this rule and (b) the purchased equipment, materials, goods, supplies, or services, both of which shall be free of defects, errors, discrepancies, and other improprieties. A state agency is in receipt of a proper invoice as soon as it has such invoice and such purchased or leased item or service.<sup>2</sup>

Q. Correct invoices are required by the State; adjusted or manually corrected invoices cannot be processed for payment. The Contractor must issue credit against the specific account/credit card within 48 hours. The awarded Contractor will be responsible for providing a turnaround of these replacement invoices within 48 hours of notification from the agency customer. Accurate and easy-to-audit invoices are important to avoid excessive work on the Agency's part to review and process for payment. Contractor should have a designated representative to resolve billing issues and to provide new, correct invoices in a timely manner without causing any suspension of services. Contractor's contact must be cognizant of the pricing quoted to the eligible customers using the state of Ohio Contract, in lieu of any published prices on the Contractor's Web site. A special price list/software/billing system specific to the Contract for Ohio is preferable to avoid billing errors and excessive need for corrected invoices. Published price increases are not applicable to the Contract until and unless they are approved by DAS, Office of Procurement Services, as evidenced by an approved Amendment to the Contract. Correct invoices shall be payable in 30 days in accordance with the State's Terms.

R. Customer Service – 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 Contractor, toll free telephone numbers(s) and valid email address(s) for use by the shipper to reach the designated personnel in a timely manner, within four (4) business hours, excluding weekends and state holidays.

VII. DELIVERY AND 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 AM, 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 Highway Patrol operates most of its facilities on a twenty-four (24) hour basis and therefore may require a different schedule of pick-ups and deliveries). The agency and Contractor shall work together towards a mutually acceptable time.

B. Each Bidder 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 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 business day. Unless specifically requested, Sunday deliveries are considered beyond the scope of the Contract. Saturday delivery shall be at the fee designated on the quoted price schedule for this ITB. State Agencies should only specify Saturday delivery if the recipient is to be present on Saturday and delivery is extremely urgent.

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<sup>2</sup> OAC 126-3

- D. Upon request by each using Agency, the Contractor shall provide pick-up times, delivery schedules and access to the Company's policy and procedures, as well as education on the proper procedures for shipping in accordance with the Contract and for the most cost effective process for the State.
- 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 citizens as customers which may include delivery to residential addresses. Residential delivery is defined as any shipment delivered to a home or private residence. If a business is operated from a home, or any shipment in which the shipper has designated the delivery address as a residence, the shipper will pay the fees for such deliveries. In the case of Commercial delivery rates, the recipient must have exterior signage, posted business hours, a public entrance, and a staffed receiving location. Valid deliveries to residential addresses will be invoiced to the agency as quoted in the additional fee schedule for the ITB.

The exception will be the addresses shipped for the state of Ohio Bureau of Motor Vehicles (BMV) and to/from the Deputy Registrar Offices (DRO) statewide that are licensed motor vehicle dealers and may be located close to residential neighborhoods. The shipper/account number, when set up, should specify they will be shipping exclusively for the BMV and/or DRO against the Contract and will be invoiced accordingly. The current listing of these licensed dealer addresses, which is subject to change, and the shipper addresses will be available, upon request, to the Contractor. Throughout the term of the Contract, there may be other Agency exceptions similar to this to be negotiated with the Contractor and DAS. An Agency providing proof by satellite view of the address that it is clearly a business will be eligible for a corrected invoice, when properly demonstrated. The driver(s) should be cognizant of the area and not immediately change the status to "residential" if there is no one present to accept a delivery. Exhibit B displays the state of Ohio requirements to become a dealer in motor vehicles.

- G. Freight (Hundredweight/LPL/LTL) shipment is available but is not a mandatory part of this Contract for small package delivery. It will be the responsibility of the Agency to contract with a carrier for LPL/LTL shipments in the most cost efficient manner depending on the need.

#### VIII. 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 the 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 well maintained within the standards of the building manager. The State will not be responsible for containers.

#### IX. 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/LPL/LTL containers which the Contractor may charge for if they are requested from the Contractor by the Agency. All packages must be in sealed containers capable of being handled in automated processing. Totes or open containers (no lid or not sealed) which cannot be handled by the Contractor's mechanized sorting will not be permitted since this will require a surcharge by the Contractor for special handling. When these containers are essential, the Agency must pay the fee as quoted in the Additional/Accessorial price list. This is only applicable to small package deliveries, 70 pounds or less. The packaging/skids for LTL shipments will be mutually agreed upon by the agency and 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. There will be no fees for use of one of these provided shipper documents, in the event there is no technology available or training has not been provided by the Contractor to the agency/entity at the shipper location. These documents may be handwritten or typed at no additional cost to the agency/entity.

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: Janice Fitzpatrick or designee, 4200 Surface Road, Columbus, OH 43228, [janice.fitzpatrick@das.ohio.gov](mailto:janice.fitzpatrick@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.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

XIV. 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.

XV. 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, business address and current telephone numbers 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. State or entity account numbers attached to Procurement Cards and assigned specific account numbers will be void upon expiration of the Procurement Card. Personal credit cards will not be accepted against this Contract for government business. The Agency is responsible for clearly stating the account to be set up is against the state of Ohio Contract as a result of this Award, whether the account is to be paid by a government authorized credit card or purchase order.

XVI. 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.

XVII. CONTRACTOR REQUIREMENTS

- A. Drivers utilized in the performance of this Contract shall have a valid operator's 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 Photo ID Badge). It is preferred that the driver in the territory would be the same driver for AM and PM and/or next day and ground to avoid confusion.
- B. Awarded Contractor must provide free of charge, for the duration of the Contract, a dedicated toll-free customer service staff, with a direct phone line and dedicated email 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. The Contractor's Contact(s) must be immediately familiar with the awarded state of Ohio Contract.
- C. Contractor must provide a designated 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. If Representative is unavailable for an extended period of time; another designee must be available to handle calls or emails. The Contractor designated representative(s) must be fully cognizant of the state of Ohio Contract and price schedule and not only rely on the Contractor's Web site for pricing issues.
- D. Contractor will furnish on-site and on-line training sessions prior to the start date of the Contract and whenever 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 and size to that listed herein are presently being provided. The name, address, company contact person, telephone number, email address, 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. 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 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 the bid not responsive and no further consideration for award shall be given. The service guide must be provided in electronic format, PDF. Providing the service guide does not confirm agreement by the State of the vendor's terms and conditions. The vendor terms and conditions are not applicable and will not be a part of the Contract.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

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 at no additional cost to the State. Contractor shall provide format required by qualified eligible contract users at no additional cost. Contractor is required to provide hard copy paper format to qualified eligible contract users without access to electronic media.

XVIII. 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. If hundredweight or LTL shipment is applicable, agency may use the Contract to order LTL shipment delivery. Agencies requiring deliveries of package(s) exceeding the above mentioned weights may procure their requirements in accordance with their direct procurement authority.
- B. Hundredweight/LTL 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.
    - c. Broken Shipments: The Contractor is responsible for ensuring that all packages in a hundredweight/LTL shipment are delivered to their destination on the same date. All shipments should be delivered and invoiced as shipped.

XIX. 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.

SPECIFICATIONS FOR INTERSTATE AND INTRASTATE COURIER SERVICES

- 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.

XX. CONTRACTOR GUIDELINES FOR PRICING BIDS

It is the Bidder's 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.

XXI. BILLING SUMMARY

- A. The state of Ohio Agency or Entity will submit payment on a monthly basis upon satisfactory completion of the services and submission from the Contractor of a correct and detailed invoice that reflects the approved prices from this Contract. Invoices are due net 30 days after receipt of a correct contractor invoice. All invoices must contain the following information:
1. Contractor's name, complete address, and federal tax identification number;
  2. Purchase order number from the Agency/Entity/Procurement Card number;
  3. Amount and purpose of the invoice;
  4. Description of the work performed during the billing period; including any fees or surcharges; and
  5. Dates of the performance of the work.
- B. 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 total 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).
  9. Summary of agency's number of invoices to be corrected by the Contractor
  10. Summary of agency's late deliveries per month
- C. The Contractor shall also supply a quarterly and annual historical statement to the Office of Procurement Service. 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.
- D. 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.

XXII. 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. Late payment or disruption of service may not be incurred if the invoice is not paid due to incorrect invoice which is not in compliance with the Contract Rate Schedule. It is the agency's responsibility to report an incorrect invoice to the Contractor immediately upon receipt to give the Contractor 48 hours to remedy the situation.
- E. Invoices may be sent every seven (7) days if agreed to by the agency, but the due date will always be net 30 days. Disruption of service may not be initiated until an invoice(s) are 60 or more days late for correct invoices. Late payment must be in accordance with the state of Ohio policies and procedures. Collection calls should not be placed for invoices submitted net seven (7) days.

XXIII. 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. No Agency will be required to sign any terms and conditions.

XXIV. 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 servicing guide of the Contractor shall prevail.

## **PRICE SCHEDULE**

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

**CLICK HERE FOR COMPLETE PRICE LIST:** [https://procure.ohio.gov/pdf/RS900014PRICE\\_SCHEDULE\(1\).xls](https://procure.ohio.gov/pdf/RS900014PRICE_SCHEDULE(1).xls)

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.
- D. 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.
- E. 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.
- F. 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.
- G. CWT/Multi-piece LPL deliveries shall be regarded as "Inside Delivery" to a designated location within the facility of the destination.
- H. 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.
- I. 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.

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

NDA CWT			Zones									
Weight (in LB)			102	103	104	105	106	107	108	124	125	126
100	to	499	\$0.58	\$0.83	\$1.28	\$1.42	\$1.55	\$1.60	\$1.69	\$2.25	\$2.11	\$2.34
500	to	999	\$0.58	\$0.83	\$1.28	\$1.42	\$1.55	\$1.60	\$1.69	\$2.25	\$2.11	\$2.34
1000	to	2499	\$0.58	\$0.83	\$1.28	\$1.42	\$1.55	\$1.60	\$1.69	\$2.25	\$2.11	\$2.34
2500		and up	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

SAVER CWT			Zones									
Weight (in LB)			132	133	134	135	136	137	138			
100	to	499	\$0.49	\$0.71	\$1.26	\$1.38	\$1.45	\$1.53	\$1.59			
500	to	999	\$0.49	\$0.71	\$1.26	\$1.38	\$1.45	\$1.53	\$1.59			
1000	to	2499	\$0.49	\$0.71	\$1.26	\$1.38	\$1.45	\$1.53	\$1.59			
2500		and up	0%	0%	0%	0%	0%	0%	0%			

2DA CWT			Zones									
Weight (in LB)			202	203	204	205	206	207	208	224	225	226
100	to	499	\$0.44	\$0.50	\$0.65	\$0.90	\$1.42	\$1.58	\$1.64	\$2.04	\$1.84	\$2.26
500	to	999	\$0.44	\$0.50	\$0.65	\$0.90	\$1.42	\$1.58	\$1.64	\$2.04	\$1.84	\$2.26
1000	to	2499	\$0.44	\$0.50	\$0.65	\$0.90	\$1.42	\$1.58	\$1.64	\$2.04	\$1.84	\$2.26
2500		and up	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

2DAM CWT			Zones									
Weight (in LB)			242	243	244	245	246	247	248			
100	to	499	\$0.48	\$0.54	\$0.73	\$1.02	\$1.59	\$1.82	\$1.86			
500	to	999	\$0.48	\$0.54	\$0.73	\$1.02	\$1.59	\$1.82	\$1.86			
1000	to	2499	\$0.48	\$0.54	\$0.73	\$1.02	\$1.59	\$1.82	\$1.86			
2500		and up	0%	0%	0%	0%	0%	0%	0%			

3DS CWT			Zones									
Weight (in LB)			302	303	304	305	306	307	308			
200	to	499	\$0.24	\$0.27	\$0.32	\$0.37	\$0.62	\$0.85	\$0.95			
500	to	999	\$0.23	\$0.25	\$0.30	\$0.35	\$0.60	\$0.82	\$0.91			
1000	to	2499	\$0.24	\$0.27	\$0.31	\$0.37	\$0.63	\$0.85	\$0.94			
2500		and up	0%	0%	0%	0%	0%	0%	0%			
		mins	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00			

GND CWT			Zones									
Weight (in LB)			002	003	004	005	006	007	008	044	045	046
200	to	499	\$0.16	\$0.20	\$0.22	\$0.26	\$0.33	\$0.38	\$0.45	\$1.68	\$1.68	\$1.97
500	to	999	\$0.15	\$0.18	\$0.20	\$0.24	\$0.30	\$0.35	\$0.41	\$1.53	\$1.53	\$1.78
1000	to	2499	\$0.15	\$0.19	\$0.20	\$0.24	\$0.30	\$0.36	\$0.42	\$1.55	\$1.55	\$1.82
2500		and up	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
		mins	\$41.00	\$41.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00	\$225.00	\$225.00	\$275.00

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.

[https://procure.ohio.gov/pdf/RS900014PRICE\\_SCHEDULE\(1\).xls](https://procure.ohio.gov/pdf/RS900014PRICE_SCHEDULE(1).xls)

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.

**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

EXHIBIT A



U.S. Department of Labor

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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%.

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(12/31/15)  
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)