

**State of New York Executive Department**  
**Office of General Services**  
**Procurement Services Group**  
**Corning Tower Building - 37th Floor**  
**Empire State Plaza**  
**Albany, New York 12242**  
<http://www.ogs.state.ny.us>

## REVISED CONTRACT AWARD NOTIFICATION

<b>Title</b>	<b>:</b>	<b>Group 79011 – Small Package Delivery Statewide</b>
		<b>Classification Code: 78</b>
<b>Award Number</b>	<b>:</b>	<b><u>20029</u></b> (Replaces Award #00179)
<b>Contract Period</b>	<b>:</b>	<b>January 2, 2009 to December 31, 2013</b>
<b>Bid Opening Date</b>	<b>:</b>	<b>August 13, 2008</b>
<b>Date of Issue</b>	<b>:</b>	<b>January 2, 2009 (Revised January 4, 2009)</b>
<b>Specification Reference</b>	<b>:</b>	<b>As Incorporated In The IFB</b>
<b>Contractor Information</b>	<b>:</b>	<b>Appears on Page 2 of this Award</b>

### Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
<b>Name</b> : Tony Montes <b>Title</b> : Purchasing Officer <b>Phone</b> : 518-474-1688 <b>Fax</b> : 518- 402-5331 <b>E-mail</b> : anthony.montes@ogs.state.ny.us	<b>Customer Services</b> <b>Phone</b> : 518-474-6717 <b>Fax</b> : 518-474-2437 <b>E-mail</b> : customer.services@ogs.state.ny.us

**The Procurement Services Group values your input.**  
**Complete and return "Contract Performance Report" at end of document.**

### Description

These contracts will provide Letter and Package Delivery service throughout New York State (intrastate), the 48 contiguous states, Alaska, Hawaii, Puerto Rico and Internationally. Services are completed through air delivery and expedited ground parcel services. UPS has been awarded the following Delivery Services: Lot I: Next Day AM, Next Day PM, Second Day; Lot II: Ground Services; Lot III: International Service; and Lot IV: Accessorial Services. DHL has been awarded the following Delivery Services: Lot III: International Service; and Lot IV: Accessorial Services.

PR # 20029

**NOTE: See individual contract lots to determine actual awardees.**

<u>CONTRACT #</u>	<u>CONTRACTOR &amp; ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u>
PS64279	DHL Express (USA), Inc. 14105 Collections Center Dr. Chicago, IL 60693	Website: www.dhl-usa.com Toll Free Phone: 1-800-225-5345	94-3380425
Lots 3 & 4	James Hankard  Alfredo Farrell	Phone: 203-434-6723 Fax: 617-268-1203 james.hankard@dhl.com  Phone: 585-436-5764 x4246 Fax: 585-436-5575 alfredo.farrell@dhl.com	
PS64281	United Parcel Service <u>UPS Government Sales Customer</u> <u>Service Address:</u> 316 Pennsylvania Avenue SE 500 Washington DC, 20003 <u>UPS Remittance Address:</u> P.O.Box 7247-0244 Philadelphia, PA 19170-0001	Website: www.ups.com Toll Free Phone: 1-877-222-3535 Fax: 202-675-4255	13-1426500
Lots 1 - 4	Monica Butler  Cathy Cusin  Stephone Mack	Phone: 202-675-4223 mwbutler@ups.com  Phone: 202-675-4224 ccusin@ups.com  Phone: 502-329-3321 semack@ups.com	

Cash Discount, If Shown, Should be Given Special Attention.

**INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.**  
**(See "Contract Payments" and "Electronic Payments" in this document.)**

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES GROUP PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES GROUP.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

The Procurement Services Group supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

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**SCOPE:**

The issuing agency is the New York State Office of General Services (OGS). The service will be primarily for, but not limited to, New York State agencies. Additionally, services may be utilized by political subdivisions, school districts and others authorized by law. Accordingly, references to the State and its agencies as users under this bid and specification and the ensuing contracts encompass and include other users such as these entities.

**OBJECTIVE:**

This contract initiative will provide letter/package pickup and delivery services for Air Courier Services and Ground Courier services on a statewide, national and international basis.

**DEFINITIONS:**

**“Accessorial Service”** an extra charge, such as hazardous materials handling fees, that may apply to certain shipments in addition to the base rate. Also referred to as value-added service charges, these are extra services that can be added to a shipping selection to meet a complete range of shipping needs. All value-added services are not available in all locations. Authorized users shall review and approve all accessorial service charges.

**“Authorized User”** include but are not limited to New York State agencies, political subdivisions, public authorities, public benefit corporations, school districts and others authorized by law.

**“Centralized Contract”** means any contract for the purchase of commodities or services, established or approved by the Commissioner of General Services as meeting the State's requirements

**“Continuous Recruitment”** once the initial bidding process is complete and the initial contracts are awarded bidder submissions will be accepted after award of the original contracts. An unsuccessful bidder may submit a new bid under the Continuous Recruitment of Contractors; the new bid may not contain prices exceeding those previously bid for the same **service** unless the bidder provides documented evidence that the prior amount(s) bid were erroneous.

**“Declared Value”** The amount in U.S. dollars for which a U.S. origin domestic package or international shipment is protected against loss or damage

**“DOT”** refers to the United States Department of Transportation classifications.

**“Hazardous Materials”** title 49 of the Code of Federal Regulations (CFR) contains the Hazardous Materials Regulations (HMR) for shipping materials of a hazardous nature. This is available on the web at:  
<http://hazmat.dot.gov/regs/rules.htm>

**“Hundredweight (Multi-weight)”** is multiple package (also called multiple piece) shipment from the same point of origin sent to the same destination utilizing services within the same Lot as defined in the IFB. The packages are charged based on the total weight of the shipment (total weight of the multiple piece shipment). The service is generally available for shipments totaling one-hundred (100) or more pounds.

**“Multiple Award”** is an award of a Contract to more than one responsive and responsible Bidder who meets the minimum requirements as described in the Bid Response where the multiple award is made on the grounds set forth in the bid document in order to satisfy multiple factors and needs of Authorized Users.

**“Responsible Bidder”** a Bidder determined to meet the vendor responsibility criteria of financial stability, legal authority, integrity and satisfactory past performance (FLIP criteria), (State Finance Law § 163(9)(f)). For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

**“Responsive Bidder”** a Bidder determined to meet the minimum specifications or requirements as prescribed in a Bid.

**“Zone”** a service area on which shipping rates are based.

**PROCUREMENT INSTRUCTIONS:**

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- A statement of need and associated requirements
- A summary of the contract alternatives considered for the purchase
- The reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interest of the Authorized User.

**Start up of New Accounts:**

Start up of new accounts shall be made in accordance with the following instructions:

When making the initial contact with a contractor for new accounts, it is imperative that the contractor is advised that the account must be set up based on all terms and conditions of this New York State contract and a request be made that the contractor provide their contract number on all invoices. **Authorized Users shall confirm in writing with their carrier that their new or existing account has been set up under the NYS Award/Contract.**

**DHL:**

When setting up a new DHL account, please call 1-800-225-5345. You may also contact James Hankard at 203-434-6723 (james.hankard@dhl.com). Identify yourself as an authorized entity eligible to use the New York State contract. DHL may ask you to verify your eligibility. The DHL Account Manager will be available to help determine the type of account that should be set up and establish an account number.

**UPS:**

When setting up a new UPS account, please contact the New Account Set Up number at 1-877-222-3535. Someone will be available to help determine the type of account that should be set up and send a start-up kit, supplies, etc. UPS will also issue a six-digit account number to each pick up location.

Whenever a new UPS account number is issued, it is imperative that Cathy Cusin (ccusin@ups.com) or Monica Butler (mwbutler@ups.com) of UPS National Accounts, be notified either by email or by phone toll free 1-877-222-3535, or 202-675-4223 or 202-675-4224 of the new six-digit account number to be added to the New York State Incentives.

When contacting either Cathy or Monica, make sure to indicate that your organization is eligible to use the New York State Courier Services Account Number PS64281.

**Selection Procedure**

1. The Authorized User shall review the list of rates and services (including the percentage of discount) available from the pricing section of this Award and determine which contract will provide the best value for the service required. Agencies are to determine by form, function and utility, the appropriate level of service to meet their needs.

E.g. If it is necessary that a package arrive by close of business (COB) the next day, then next day by 3:00 p.m. should be used, it is not cost effective to use next day delivery by 10:30 a.m. If it is satisfactory for a package to arrive in two (2) business days, second day delivery should be used rather than next day by 10:30 a.m. or next day by 3:00 p.m. Per package savings may seem insignificant but considering the total volume of State business the total savings can be very large. Authorized Users must document in the procurement record the methodology used to determine best value selection and provide this information with the Purchase Order.

2. Authorized Users shall contact the appropriate Contractor to schedule an initial meeting, at the work site if required, to outline the specific technology and/or service required. This will include having the Authorized User indicate that it is eligible to participate in the New York State Contract.
3. Shipping zones for UPS may be determined by downloading a UPS Zone Chart at [ups.com/rates](http://ups.com/rates) or by calling 1-800-pick-UPS. UPS will provide authorized users with a Zone chart based on their origin zip code. For determining shipping zones for DHL, refer to the International Zone Chart included in DHL's pricing pages.
4. The Authorized User and the contractor shall develop the exact cost or estimated cost if an exact cost cannot be determined at that time.

**Selection Procedure (Cont'd)**

5. The Authorized User shall issue a purchase order or other written order that is effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown. A purchase orders may be issued for an estimated quantity for the entire year.
6. Authorized Users are cautioned to verify their accounts with the Courier Services contractors to insure proper contract rates are received. Prior existing accounts may require new contract account numbers to ensure receipt of current contract rates. **When making the initial contact with a courier services contractor, new contract customers should self identify their agency as an eligible contract user.** When making the initial contact with a contractor for new or existing accounts, the Authorized User should advise the contractor to include the contractor number on all invoices. **Authorized Users shall confirm in writing with their carrier that their new or existing account has been set up under the NYS Award/Contract.**

Authorized Users shall review invoices to ensure the following:

- Proper rates are being charged
- **Fuel surcharges** are being charged appropriately, please see contractor rate listing for detailed fuel surcharge information. **The fuel surcharge percentage rate is subject to a monthly adjustment which may not exceed at any time the published rate or 7% for ground or air, whichever is lower.**
- No pick up charges are permitted for regularly scheduled pick-ups.

If the contractor omits the contract number on their invoices in error, it is the Authorized User's responsibility to ensure that this information is written on the invoice.

7. **The Authorized User should review the timeliness of deliveries and request a refund for late deliveries.**

**The Courier Services contractors are required to provide a refund or credit for shipping packages that are not delivered or picked up in a timely manner in accordance with specifications of the requested class of service. Customers are obligated to review all invoices and reports received from these contractors and to immediately request a refund/credit from the appropriate contractor for all non-timely pickups and deliveries. If an individual sender or recipient becomes aware of non-timely service for which the contractor is responsible, they should call this to the attention of the proper person in their agency so that a refund/credit request can be initiated.**

The contractor **shall offer a 100% Money Back Guarantee.** Upon the request of the Authorized User, the contractor **shall refund or credit the Authorized User account,** for packages that are not delivered or picked up in accordance with the guaranteed delivery service as specified herein the appropriate Lot. Packages that are delivered over 60 seconds after the guaranteed delivery time as specified herein the appropriate Lot are considered late. The 100% Money Back Guarantee includes all accessorial fees and fuel surcharges. **In order to receive the refund or credit, the Authorized user should request the refund or credit within 30 days of the scheduled delivery time.** ..Limitations on refund requests as stated herein are not intended to limit refunds, chargebacks or offsets that may result from the terms and conditions in Appendix A. Please reference IFB section III.3, P - Money Back Guarantee.

DHL offers a 100% Money Back Guarantee. DHL allows Authorized Users to seek refunds for non-timely deliveries on a case-by-case basis resulting from DHL's error. Contact DHL immediately upon receipt of any invoice, to request a refund for any package(s) delivered untimely due to a delivery failure by DHL.

UPS offers a 100% Money Back Guarantee for any packages that are not delivered in accordance with their guaranteed Delivery Times. Contact UPS by calling the dedicated New York State phone number to start the process.

8. Authorized Users are encouraged to consider making payments on a monthly basis where possible and/or to make use of the NYS Procurement Card for courier services payment.

**METHOD OF PAYMENT:**

Invoices for payment shall be submitted to the using entity at the end of each billing period via a company invoice for services satisfactorily completed during that month. Billing cycles, other than monthly, may be implemented by the Contractor at the sole discretion of the Authorized User.

This invoice will contain the Contract ID number (*i.e.*, PS00XXX), the name of the Authorized User, the location where service was performed and, either in its body or as an attachment, will contain a copy of the report itemizing work completed during that month. A complete report of all contract usage will be sent to the Procurement Services Group quarterly.

Or

The Contractor may opt to participate in The New York State Procurement Card program and accept payment via Corporate Purchasing Card.

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such entities and the Contractor shall bill such entities directly.

In the event a participating non-State Agency fails to make payment to the Contractor for services rendered and accepted within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Office of General Services and the non-State Agency representative, suspend additional delivery of service to the particular non-State Agency whose payment is late, until such time as reasonable arrangements have been made and assurances given by the said non-State Agency for current and future contract payments.

**GENERAL REQUIREMENTS**

- A. Appendix A – Standard Clauses for New York State Contracts and Appendix B - General Specifications shall apply to this Award.
- B. No illegal drug use of any type, alcoholic beverages by the contractor or its personnel shall be permitted in the performance of the contract.
- C. The State shall not be liable for any expense incurred by the contractor as a consequence of any traffic infraction or parking violations attributable to employees of the contractor.
- D. The Office of General Services' interpretation of specifications shall be final and binding upon the contractor.
- E. The contract is a full service contract. Full service shall mean that the contractors rate shall include all charges (unless listed as accessorial price on the pricing pages) *i.e.* all administrative, reporting or other requirements; all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto.

**SPECIFIED SERVICE REQUIREMENTS**

All delivery service requirements shall be as designated below:

The service requirements for this Award include Small Package Delivery service throughout New York State (intrastate), the 48 contiguous states, Alaska, Hawaii, Puerto Rico and internationally. The contract services include the following guaranteed Small Package Delivery Services: **Lot I: Next Day AM, Next Day PM, Second Day, Lot II: Ground and Lot III: International. Lot IV: Accessorial Services** were only bid in conjunction with **Lots I, and/or II and/or III** Guaranteed Delivery Services. Contractors were required to offer a uniform discount percentage for each zone in Lots I, and/or II and/or III, resulting NYS Net Pricing.

Contractors providing pricing inclusive of **Lot IV**, have supplied a uniform discount percentage which applies to each of the listed accessorial prices. The discount percentage supplied was applied to the rates listed in the contractor's Small Package Delivery commercial rate list to create the NYS Net Pricing.

The package weight may range from letter weight (less than 16 oz.) up to a maximum of 150 pounds. Hundredweight/Multiweight service for larger **multiple piece (package) shipments** that total in excess of 100 pounds shall also be available for services in **Lot I, II and III**.

**SPECIFIED SERVICE REQUIREMENTS (Cont'd)**

A. Zone Based Pricing:

**Lot 1.**

**Next Day and Second Day Zone Based Pricing for Small Package Delivery Services to the 48 contiguous states, Alaska, Hawaii and Puerto Rico:**

Zone based pricing for guaranteed delivery services shall include, but not be limited to, the following:

- Next Day AM - Next business day delivery shall occur no later than 12 Noon at the delivery point.
- Next Day PM - Next business day delivery shall occur by either mid-afternoon or late afternoon no later than 5:00 PM at the delivery point.
- Second Day PM - Delivery service shall occur no later than 5:00 PM at delivery point.
- Multiweight/Hundredweight shipments (Multiple Piece)

**Lot 2.**

**Ground Zone Based Pricing for Small Package Delivery Service to the 48 contiguous states, Alaska, Hawaii and Puerto Rico:**

- Ground - (Guaranteed day definite delivery 1 – 5 days by 5:00pm)
- Multi-weight/Hundredweight shipments (Multiple Piece) - Ground services (Guaranteed day definite delivery)

**Lot 3.**

**International Discount Pricing:**

- International Overnight - Outbound from 48 contiguous states, Alaska, Hawaii and Puerto Rico points of origination to International shipment destination - (Guaranteed day definite delivery).
- International Economy - Outbound from 48 contiguous states, Alaska, Hawaii and Puerto Rico points of origination to International shipment destination - (Guaranteed day definite delivery).

**Lot 4.**

**Accessorial Pricing:**

- Value-Added Service charges are extra services that can be added to a shipping selection to meet a complete range of shipping needs i.e. handling hazardous materials. If a Value-Added service charge is applied by a contractor without prior approval from an authorized user (i.e. address correction), the service must be described when billing so it may be approved for payment by the Authorized User.

B. Sign - In requirements:

Small Package Delivery personnel may be required to sign in and out with the Authorized User.

C. Service Implementation:

The contractor shall provide Small Package Delivery Services as specified herein to the Authorized User upon approval of the contract.

**SPECIFIED SERVICE REQUIREMENTS (Cont'd)**

D. Pickup & Delivery Requirements:

The contractor shall provide a regular delivery schedule for each Authorized User within the specification described herein for Lot I, II and III, including the following:

- Delivery time
- Delivery days
- Saturday delivery, if offered to the general public

Delivery and Pickup service shall be available during regular business hours between 8:00 AM to 5:00 PM (at point of delivery or pick up) Monday through Friday for Small Package Delivery Service at the awarded Contract rates. Pickup time shall be scheduled during regular business hours between 8:00 AM and 5:00 PM. Later pick up may be scheduled as needed by contacting contractor.

If Saturday delivery is provided to the general public it shall be available under any contract(s) awarded from this solicitation. Observed New York State Holidays are designated on page 43 – 2008 State Holidays and by the Authorized User.

The contractor shall deliver shipments to the Authorized User's delivery destination as identified on the shipping document. The contractor shall provide a written receipt to the Authorized User. All deliveries to the 48 contiguous states, Alaska, Hawaii and Puerto Rico shall be made in accordance with the rules and regulation of United States Customs. All required forms and documentation to complete Small Package Delivery services requested by the Authorized User shall be provided by the contractor.

The Contractor shall furnish at least one (1) original Rate/Service guide including standard terms and conditions to each Authorized User, if requested. The terms of the award take precedence over a contractor's Rate/Service Guide and/or standard terms and conditions.

Pickup time shall be scheduled by the Authorized User between 8:00 AM and 5:00 PM at point of pick-up. The day of pick-up is not counted as a business day. Pickups are to be made at the Agency's designated pickup points on schedules negotiated between each Authorized User and the contractor.

**There shall be no pickup charge. There shall be no minimum number of packages per trip, per day, per week, or per month. A minimum of one pick up per day will be scheduled unless otherwise directed by the Authorized User. No pickup charge may be assessed in addition to the contracted rate for the shipment.**

E. Undeliverable Shipments:

There shall be no additional fee for non-delivery and return, if package was properly addressed. If the shipment is improperly addressed, undeliverable shipments shall be returned to the Authorized User in accordance with the contractor's Rate/Service guide.

F. Acceptance of Shipments:

The contractor shall accept all packages presented for shipment in accordance with the terms and conditions specified herein or the contractor's Rate/Service Guide.

G. Package Weights/Determination of Charges:

The Authorized User will record the shipping weight on the contractor's designated form or via the contractor's electronic system, or the Authorized User will record shipping weights and provide the contractor with traceable documentation of shipping weights. Fractions of a pound will be rounded to the next highest pound. Charges with fractions of a cent will be increased to the next higher cent when the fraction is one half cent or greater. Packages may be re-weighed by the Authorized User prior to delivery, and weights may be corrected on the shipping document.

H. Perishable Goods Shipment:

The contractor shall accept perishable goods for shipment in accordance with the contractor's submitted bid response.

**SPECIFIED SERVICE REQUIREMENTS (Cont'd)**

**I. Training:**

The contractor shall provide training/tutorial to the Authorized User, upon request, utilizing the contract to explain effective use of shipping methods at no additional charge. The training shall include but not be limited to the following topics:

- Basic Service requirements
- How to set up an account
- How to fill out service request forms and how to use shipment tracking system
- Customer Service
- Shipment of special materials
- Packaging requirements

**J. Package Insurance Requirements:**

The contractor shall automatically protect each domestic package and international shipment against loss or damage up to a value of US\$100.00 (or the equivalent in local currency) without a declaration of value. Authorized Users may choose to declare a value for amounts in excess of US \$100 by showing a value in excess of \$100 in the declared value field on the bill of lading or the shipping system used and the Authorized User shall pay an additional fee, if necessary.

**K. Package Tracking Requirements:**

Within fifteen (15) days of request, the contractor shall provide using entities with Internet Access or tracking software at no cost. Software shall be suitable for use on the Authorized User's personal computer (subject to personal computer software, computer hardware requirements). The contractor shall also furnish hard copy proof of delivery including signatures and dates of acceptance, if requested, at no additional cost.

**L. Automated Shipment Processing System:**

Any offeror providing an automated shipment processing system including any hardware, software, etc. as part of its standard commercial service shall provide the same system to Authorized Users at the same minimum threshold of shipments. The provision of any system and Authorized User agreement to use equipment shall not diminish any provisions of the contract. Contractor online shipment policies shall not supersede those of the contract.

**M. The contractor's provided materials:**

- o Drop boxes and supplies. Contractor agrees to place receptacles in convenient locations throughout the State and describe other centralized collection procedures available.
- o Small Package Delivery supplies to Authorized Users at no additional cost. The delivery supplies shall include pre-printed transmittal documents, special stickers, air bills, etc., in accordance with the contractor's standard shipping methods. The contractor shall provide standard delivery supplies to Authorized Users, at no additional cost and within 24 hours of request.

The shipping containers should be of sufficient size with the following approximate outside dimensions:

Letter: 9"-10" X 12"- 13"  
Package: 12"-13" X 15"-16"  
Box: 12"-14" X 17"-18"X 2"-3"

- o Pickup boxes provided to Authorized Users based on a minimum volume. Pickup boxes shall be the responsibility of the contractor and shall be maintained to the standards of the building manager. Nothing in the contract shall prevent the State from leasing or charging placement fees to this or other overnight delivery services for placement of pickup boxes for use in public areas.

**N. Delivery Performance:**

The contractor should maintain a quarterly delivery performance success rate at or above 97% on time delivery in each of the delivery service classes (Lots I, II and III) and provide written documentation to support performance when requested by the State. Failure to maintain a quarterly success rate at or above 97% for delivering on-time may result in a revocation of this contract or other breach remedies.

**O. Money Back Guarantee:**

The contractor **shall offer a 100% Money Back Guarantee.** Upon the request of the Authorized User, the contractor **shall refund or credit the Authorized User account,** for packages that are not delivered or picked up in accordance with the guaranteed delivery service as specified herein the appropriate Lot. Packages that are delivered over 60 seconds after the guaranteed delivery time as specified herein the appropriate Lot are considered late. The Authorized user shall request the refund or credit within 30 days of the scheduled delivery time. If a late package meets one or more of the contractor's exception criteria as offered with the bid, the contractor is not obligated to issue a refund to the Authorized User unless in the State's determination, the documentation to support the exception does not fully meet the contractor's exception criteria. Limitations on refund requests as stated herein are not intended to limit refunds, charge backs or offsets that may result from the terms and conditions in Appendix A.

DHL offers a 100% Money Back Guarantee. DHL allows Authorized Users to seek refunds for non-timely deliveries on a case-by-case basis resulting from DHL's error. Contact DHL immediately upon receipt of any invoice, to request a refund for any package(s) delivered untimely due to a delivery failure by DHL. UPS offers a 100% Money Back Guarantee for any packages that are not delivered in accordance with their guaranteed Delivery Times. Contact UPS by calling the dedicated New York State phone number to start the process.

P. Package Requirements:

- For UPS, Package dimensions may not exceed 108 inches in length or 130 inches in length and girth combined.
- For DHL, Package dimensions may not exceed 108 inches in length or 165 inches in length and girth combined.
- No single piece shall exceed one hundred and fifty (150) pounds for all shipments except multi weight /hundredweight shipments.
- No total weight limit shall apply to multi weight /hundredweight shipments (multiple piece shipments) options
- For the purposes of this contract cubic dimensions less than one-half inch shall be dropped and fractions one-half inch or more shall be considered as one inch.

Pieces shall be billed by the pound as per the contracted weight chart, or by dimensional weight, whichever is greater. The dimensional weight shall be the length X width X height, divided by 194. The resulting figure shall be the dimensional weight in the units of cubic inches/lb. This calculated weight will be rated from the contracted rate chart(s).

Q. Compliance with any and all government regulations:

The contractor shall comply with all DOT or any other government regulating agency requirements that presently exist or are instituted and effective during the term of this contract.

R. Chain of Custody:

The contractor shall provide end-to-end control of all shipments either to the 48 contiguous states, Alaska, Hawaii and Puerto Rico or International locations and maintain the ability to track all shipments (to the 48 contiguous states, Alaska, Hawaii and Puerto Rico and International) so that their location is known at all times.

**CONTRACT PERIOD**

Contract awards shall commence after approval by the New York State Comptroller, effective upon mailing by OGS (see Appendix B, Clause 38) and shall be in effect for five years. The Contract commencement date is January 2, 2009.

**CONTRACT PRICING**

The Contractor's proposed rates shall remain firm the first year of the awarded Contract. **The discount percentages shall remain the same, or may increase, but shall not decrease for the entire Contract term;** including any extensions or renewal terms. Contract pricing (rates) shall be considered firm for the first year of the Contract. Upon the first anniversary of the Contract, the Contractor may be granted an annual price adjustment upon request when they institute changes in their commercial Small Package Delivery rate list for the services specified herein for Lots I, II, III or IV. Fuel Surcharges may be applied to invoices for items in Lots I, II and III with a cap of (not to exceed) 7% for the life of the contract for all lots will be imposed. **The fuel surcharge cap is for the life of the contract.**

Authorized Users must be able to confirm the accuracy of invoices by accessing the contractor's website for fuel Surcharge information. The Fuel Surcharge percentage information shall be updated on a monthly basis. The contractor's website shall also provide historical Fuel Surcharge information.

UPS Fuel Surcharge information may be accessed here:

[http://www.ups.com/content/us/en/shipping/cost/zones/fuel\\_surcharge.html](http://www.ups.com/content/us/en/shipping/cost/zones/fuel_surcharge.html)

DHL Fuel Surcharge information may be accessed here:

<http://www.dhl-usa.com/CustServ/FuelSurcharge.asp?nav=FindServInfo/FuelSrchg>

### **CANCELLATION FOR CONVENIENCE**

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective Authorized Users.

### **CONTRACT MIGRATION**

Authorized Users holding independently awarded Contracts with Contractors are able to migrate to this Contract award with the same Contractor.

### **ADMINISTRATIVE AND REPORTING REQUIREMENTS**

A. Contract Meetings:

The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements at no additional cost.

B. Reporting Requirements:

Contractor shall furnish a report of all services provided from the Contract following the end of each quarterly period, no later than the 30<sup>th</sup> of the month following the close of each quarter. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported separately.

The report is to be submitted to the Office of General Services, Procurement Services Group, Tower Bldg., 37<sup>th</sup> Floor, Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Contract Number, sales period, levels of service provided and Contractor's name. **A sample of the form for such report is included herein (Attachment II – NYS Quarterly Reports spreadsheet).** The report must be submitted on CD utilizing the form provided.

- 1) Additional related sales information and/or details of Authorized User purchases may be required and shall be supplied upon request.
- 2) Each Contractor shall list the quantities and associated dollar values actually ordered during each quarterly Contract period. This listing shall also include any Accessorial charges imposed as part of the Contract service.
- 3) Provide quarterly a summary report showing utilization by:
  - a) Agency/entity name, address;
  - b) shipping volume (volume of packages) by type of service, i.e. Next Day AM, ground etc.;
  - c) total shipment weight;
  - d) total dollar expenditure in each service category of the Contract by individual New York State agency, political subdivisions, public authorities, public benefit corporations, school districts and others authorized by law, each ordering category totaled individually; and
  - e) detailed on-time performance statistics (quantities and percentage %) and claims information (including refunds/credits) quarterly, semi-annual and year-to-date for all levels of service.
- 4) Failure to submit the required report may be cause for disqualification of Contractor on the service Contract and for future Contracts.
- 5) In addition to the quarterly reports required by the Office of General Services, the Contractor shall also provide a monthly report to the Authorized User (unless Authorized User requests reports on a less frequent basis) displaying summary report requirements detailed above specific to the Authorized User, which shall be attached to the Invoice.

In addition to contractor direct sales, contractor shall submit sales information for all resellers, dealers, distributors or other authorized distribution channels, where such contract sales are provided by other than the contractor. Contractors shall verify if each alternate vendor is a NYS Certified Minority (MBE) or Women (WBE) Owned Businesses. Contractors shall verify such status through the Empire State Development Minority and Women Owned Businesses Database web site at: <http://205.232.252.35/>. A separate report shall be provided in the following format for each authorized distribution channel. The sales report form is forwarded to each contractor at time of award for completion in accordance with the contract terms and conditions:

<u>Description of Service Supplied</u>	<u>Total Services to State Agencies</u>	<u>Total Services to Authorized Non-State Agencies</u>	<u>Total \$ Value</u>
		\$	
		Grand Total	\$

**STANDARD CLAUSES FOR ALL NYS CONTRACTS**

During the performance of the Contract, the Contractor agrees to the terms outlined in this IFB and Appendix A & B attached hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein.

**PERFORMANCE SURVEYS**

The Contractor may be required to distribute performance surveys to Authorized User invoices semiannually, or as requested by the Office of General Services. The Performance Survey form is attached herein the IFB. Authorized Users shall complete the survey and returned the completed form to the Office of General Services. The performance survey shall be used to assess and evaluate the Contractor's performance in accordance with the terms and conditions of the Contractor's award of this IFB. Performance concerns, if any, shall be addressed by the Authorized User and/or the Office of General Services and survey results may be considered in determining Contractor responsibility and continuation of Contractor's award.

**NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS**

New York State political subdivisions and others authorized by New York State law may participate in Contracts in this award. These include, but are not limited to local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), services to be provided may include locations adjacent to New York State.

Upon request, all eligible Non-State agencies shall furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. A list of categories of eligible entities is available on the OGS web site ([www.ogs.state.ny.us](http://www.ogs.state.ny.us)). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Group's Customer Services at 518-474-6717.

Contractors are encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity Contracts under Section 163(3) (iv) of the State Finance Law, as per section 39c of Appendix B.

**NEW YORK STATE PROCUREMENT CARD**

See "Procurement Card" in Appendix B, OGS General Specifications.

**METHOD OF PAYMENT:**

Payments are made each week, bi-weekly or monthly against the encumbrance documents or other written orders. Invoices for payment shall be submitted to the using entity electronically or via company invoice for services satisfactorily completed during the billing period.

This invoice must contain the Contract number (*i.e.*, PS00XXX), Federal Identification Number, the name of the Authorized User, account number and, either in its body or as an attachment, will contain a description of services provided during the billing period including accessorial and fuel surcharges applied to each delivery package. Invoices

should reflect items as they appear on the contact price lists to ensure that Authorized Users can audit bills for contract compliance. Invoices should not include non-contract items including but not limited to freight deliveries. The Contractor may opt to participate in The New York State Procurement Card program and accept payment via Corporate Purchasing Card.

Payment of purchases made by authorized entities other than State Agencies under this agreement shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

**EMERGENCY PURCHASING:**

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this Contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

**EXTENSION OF USE:**

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead Contracting State) and the Contractor. Political subdivisions and other authorized entities within each participating State or governmental jurisdiction may also participate in this Contract if such State normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**2010 CALENDAR OF LEGAL HOLIDAYS FOR NEW YORK STATE EMPLOYEES**

MONTH	DATE	DAY OF WEEK	LEGAL HOLIDAY
JANUARY	1	Friday	New Year's Day
	18	Monday	Dr. Martin Luther King, Jr. Day
FEBRUARY	15	Monday	Washington's Birthday (Observed)
MAY	31	Monday	Memorial Day
JULY	4	Sunday	Independence Day
SEPTEMBER	6	Monday	Labor Day
OCTOBER	11	Monday	Columbus Day
NOVEMBER	2	Tuesday	Election Day
	11	Thursday	Veterans' Day
	25	Thursday	Thanksgiving Day
DECEMBER	25	Saturday	Christmas Day

**Performance Survey**

**Non-Technology Services**

**TO OGS CUSTOMERS:**

The Office of General Services, Procurement Services Group wishes to solicit input from customers regarding their satisfaction with service contractor performance. Please take a moment to complete this survey reporting on contractor's performance with regard to OGS/PSG service contracts. Copy this form as needed and forward to the OGS-Procurement Services Group. Please feel free to offer additional comments below, particularly with respect to contract improvement opportunities and contractor performance.

**Contract Name:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**CONTRACTOR PERFORMANCE**

	<u>Excellent</u>	<u>Good</u>	<u>Acceptable</u>	<u>Unacceptable</u>
•Conformance to service requirements of contract				
•Timeliness of service				
•Customer service and support				
•Timely complaint resolution				
•Professionalism of staff				
•Services provided met customer needs				
•Overall contractor performance				

**BILLING**

	<u>Excellent</u>	<u>Good</u>	<u>Acceptable</u>	<u>Unacceptable</u>
•Ability to verify invoices against contract prices				

**CONTRACT SUITABILITY**

	<u>Excellent</u>	<u>Good</u>	<u>Acceptable</u>	<u>Unacceptable</u>
•Ease of understanding the contract				
•Overall satisfaction with the contract requirements				

	<u>Yes</u>	<u>No</u>	<u>Undecided</u>
Would you use this contractor again? If "No" please explain below.			

**Comments:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**Agency:** \_\_\_\_\_ **Prepared by:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **E- mail:** \_\_\_\_\_

**PLEASE RETURN COMPLETED SURVEY TO:**

OGS PROCUREMENT SERVICES GROUP  
 Customer Services, 37<sup>th</sup> Floor  
 Corning Tower - Empire State Plaza  
 Albany, New York 12242  
 Telephone No. (518) 474-6717  
 Fax (518) 474-2437