

STATE OF MISSOURI OFFICE OF ADMINISTRATION DIVISION OF PURCHASING

NOTIFICATION OF STATEWIDE CONTRACT

September 1, 2020

CONTRACT TITLE: Mail Services – Statewide (Jefferson City State Agencies)		
CURRENT CONTRACT PERIOD:	September 1, 2020 through September 30, 2020	
	Original Contract Period:	September 1, 2017 through August 31, 2018
RENEWAL INFORMATION:	Renewal Options Available:	Two (2)
	Potential Final Expiration:	August 31, 2020
BUYER INFORMATION:	Megan Howser (573) 751-1686 <u>megan.howser@oa.mo.gov</u>	

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY.** PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **PREFERRED** FOR ALL STATE AGENCIES.

Local Purchase Authority should <u>not</u> be used to purchase supplies/services included in this contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere.

The entire contract document may be viewed and printed from the Division of Purchasing's Awarded Bid & Contract Document Search located on the Internet at: <u>http://oa.mo.gov/purchasing</u>.

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	SAM II VENDOR NUMBER/ MissouriBUYS SYSTEM ID	VENDOR INFORMATION	MBE/ WBE	COOP PROCURE- MENT
CS171462001	4317406430 0/ MB00089812	Midwest Mailing Service PO Box 723 Columbia MO 65205 Phone: (573) 474-8877 Fax: (573) 474-5688 Email: mms@socket.net	No	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes	
9/1/20 - 9/30/20	9/1/20	Contract extension while efforts are underway to establish a new contract	
9/1/19 - 8/31/20	8/22/19	Contract renewal $(9/1/19 - 8/31/20)$ no increase	
09/01/18 – 08/31/19	1/14/19	Changed buyer information to Jason Kolks	
09/01/18 – 08/31/19	08/08/18	 Renewed contract. Changed buyer information on page one from Laura Ortmeyer to Leslie Kemna. 	
09/01/17 – 08/31/18	09/05/17	Initial issuance of new statewide contract	

1. PRICING PAGE

Line Item	Metering	Firm, Fixed Price	Discount Rate
1	First Class Letter	\$0.02 Per Piece of Mail	Automated, Five Digit Rate
2	First Class Flats	\$0.03 Per Piece of Mail	Automated, Three Digit Rate
42	Parcels	\$0.30 Per Parcel	

Line Item	Permit Imprint	Firm, Fixed Price
3	First Class Letter	\$0.01 Per Piece of Mail
4	First Class Flats	\$0.025 Per Piece of Mail

Line Item	State Agency Metered Mail	Firm, Fixed Price	Discount Rate
5	First Class Letter	\$0.00 Per Piece of Mail	Non-automated, Presort Rate
6	First Class Flats	\$0.17 Per Piece of Mail	Automated, Three Digit Rate
43	Parcels	\$0.30 Per Parcel	

Line Item	Mail Preparation and Address Correction	Firm, Fixed Price
7	Labeling Envelope with Pressure Sensitive Labels (Does not include imprint)	\$0.02 Per envelope
8	Tabbing	\$0.015 Each

Line Item	Mail Preparation and Address Correction	Firm, Fixed Price
9	Single-folding	\$0.01 Each
10	Double-folding	\$0.02 Each
11	Stuffing Letter Size Envelope, One Insert (Machine)	\$0.035 Per envelope
12	Stuffing Letter Size Envelope, Two Inserts (Machine)	\$0.04 Per envelope
13	Stuffing Letter Size Envelope, Three Inserts (Machine)	\$0.045 Per envelope
14	Stuffing Letter Size Envelope, Four Inserts (Machine)	\$0.05 Per envelope
15	Stuffing Letter Size Envelope, Additional Inserts (Machine)	\$0.005 Per additional insert
16	Stuffing Flat Size Envelope, One Insert (Machine)	\$0.08 Per envelope
17	Stuffing Flat Size Envelope, Two Inserts (Machine)	\$0.09 Per envelope
18	Stuffing Flat Size Envelope, Three Inserts (Machine)	\$0.10 Per envelope
19	Stuffing Flat Size Envelope, Four Inserts (Machine)	\$0.11 Per envelope
20	Stuffing Flat Size Envelope, Additional Inserts (Machine)	\$0.01 Per additional insert
21	Collating	\$0.01 Each
22	In-line Sorting of Letter Size Mail	\$0.005 Per piece
23	In-Line Sorting of Flat Size Mail	\$0.03 Per piece
24	Sealing Letter Size Envelope (Manually)	\$0.02 Per envelope
25	Sealing Flat Size Envelope (Manually)	\$0.04 Per envelope
26	Pressure Sealing Letter Size Envelope	\$0.02 Per envelope
27	Pressure Sealing Flat Size Envelope	\$0.025 Per envelope

Line Item	Mail Preparation and Address Correction	Firm, Fixed Price
28	Inkjet Addressing or Permit Imprint	\$0.03 Per piece
29	Mail Merge	\$0.10 Per piece
30	Stuffing Letter Size Envelope, One Insert (Manually)	\$0.06 Per envelope
31	Stuffing Letter Size Envelope, Two Inserts (Manually)	\$0.065 Per envelope
32	Stuffing Letter Size Envelope, Three Inserts (Manually)	\$0.07 Per envelope
33	Stuffing Letter Size Envelope, Four Inserts (Manually)	\$0.075 Per envelope
34	Stuffing Letter Size Envelope, Additional Inserts (Manually)	\$0.01 Per additional insert
35	Stuffing Flat Size Envelope, One Insert (Manually)	\$0.15 Per envelope
36	Stuffing Flat Size Envelope, Two Inserts (Manually)	\$0.16 Per envelope
37	Stuffing Flat Size Envelope, Three Inserts (Manually)	\$0.17 Per envelope
38	Stuffing Flat Size Envelope, Four Inserts (Manually)	\$0.18 Per envelope
39	Stuffing Flat Size Envelope, Additional Inserts (Manually)	\$0.01 Per additional insert
40	Address Correction - NCOA and LACS Processing	\$0.005 Per file
41	Equipment-Read Hand-Written Flat Mail	\$0.30 Per Flat

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall provide mail services, including mail preparation and address correction services, for any requesting agency of the State of Missouri (hereinafter referred to as the state agency) in the Jefferson City area, in accordance with the provisions and requirements stated herein.
 - a. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.
- 2.1.2 The contractor shall perform all services to the sole satisfaction of the state agency.
 - a. If the state agency is dissatisfied with any aspect of the contractor's services, the state agency will notify the contractor of such. The contractor shall take any action necessary to adapt the services to satisfy the needs of the state agency and the contractor shall notify the state agency of the action taken.
- 2.1.3 The contractor shall provide the services on an as needed, if needed basis. The State of Missouri does not guarantee any usage of the contract whatsoever. The contractor shall agree and understand that the contract shall be construed as a preferred use contract but shall not be construed as an exclusive arrangement. Preferred use means that any state agency needing the services should use the established contract unless it is determined to be in the best interest of the State of Missouri for a state agency to obtain alternate services elsewhere..
- 2.1.4 Cooperative Procurement Program The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide mail services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in the Jefferson City, Missouri area in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <u>http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360</u>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.
- 2.1.5 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Mail Service Requirements:

- 2.2.1 The contractor and the state agency shall establish a schedule for the pick-up of the state agency's mail. The contractor shall pick up all mail and supplies on the agreed upon days, times, and locations. In addition, the contractor shall provide additional un-scheduled pick-ups requested by the state agency.
 - a. At a minimum, the contractor shall be available for the pick-up of mail until 5:00 p.m., Monday through Friday, except State of Missouri holidays. A list of state holidays is available at: https://oa.mo.gov/commissioner/state-holidays.
 - b. The state agency will make every attempt to give the contractor reasonable notice when unscheduled pick-ups will be required.
- 2.2.2 If requested by the contractor, the state agency will complete the USPS Request to Pay Postage Refunds to Presenter of Mail (PS Form 8096).
- 2.2.3 For mail presented to the contractor for metering, if such service is available to the state agency as specified in the contractor's awarded proposal, the contractor shall meter mail at the discount rate specified on the Pricing Page.

- a. Each state agency will establish an account with either the United States Postal Service (hereinafter referred to as "USPS") or the contractor, as determined by the state agency. If the state agency establishes an account with the contractor, the state agency will deposit an amount mutually agreed upon by the state agency and the contractor for the estimated postage costs.
 - 1) The contractor shall provide the state agency with a monthly statement itemizing the state agency's postage charges for each day of the month.
 - 2) Within fifteen (15) calendars after expiration of the contact, the contractor shall refund any remaining account balance to the state agency with a check, payable as instructed by the state agency, in the amount of such balance. The contractor shall submit the check to the state agency at the address specified by the state agency.
- b. In the event pieces of mail do not qualify for the discount rate specified on the Pricing Page, the contractor shall add the appropriate amount of extra postage to the pieces of mail that did not qualify for the discount rate. The state agency will NOT reimburse the contractor for the extra postage added to the pieces of mail that did not qualify for the discount rate.
- 2.2.4 For mail presented to the contractor for a permit imprint, if such service is available to the state agency as specified in the contractor's awarded proposal, the contractor shall sort the mail pieces at the greatest discount possible.
 - a. The state agency shall establish a permit imprint account with the contractor. The state agency will deposit an amount mutually agreed upon by the state agency and the contractor for the estimated postage costs. The contractor shall provide the state agency with a monthly statement itemizing the state agency's postage charges for each day of the month.
- 2.2.5 For state agency-metered letter size mail and flats presented to the contractor for sorting, the state agency shall meter the mail at the discount rate specified on the Pricing Page.
 - a. In the event pieces of mail do not qualify for the discount rate specified on the Pricing Page, the contractor shall add the appropriate amount of extra postage to the pieces of mail that did not qualify for the discount rate. The state agency will NOT reimburse the contractor for the extra postage added to those pieces of mail that did not qualify for the discount rate.
- 2.2.6 After completing the requested mail services, the contractor shall deliver the mail to the USPS designated by the state agency or must ensure that the USPS picks up the mail at the contractor's facility on or before the date metered on the mail. If requested by the state agency, the contractor shall deliver the mail to the USPS or must ensure that the USPS picks up the mail as early as the day following the contractor's pick-up of the mail from the state agency.
 - a. If the contractor cannot deliver the mail to the USPS or the USPS cannot pick up or accept the mail with the date metered on the mail or the date specified by the state agency, the contractor shall notify the state agency immediately and advise the state agency as to when the mail will be delivered to or picked up by the USPS. The contractor shall follow the instructions given by the state agency.
- 2.2.7 The contractor shall satisfy all requirements of the USPS.
- **2.3** Mail Preparation Requirements: If the state agency requests mail preparation services, the contractor shall comply with the following:
- 2.3.1 The contractor shall provide one or any combination of the mail preparation services listed on the Pricing Page in accordance with the state agency directions.
- 2.3.2 The contractor shall return all resources and unused supplies to the state agency.
- 2.3.3 The contractor shall complete any requested mail preparation services within the designated timeframe mutually agreeable to the contractor and the state agency.

2.4 Address Correction Requirements:

- 2.4.1 The contractor shall be a USPS-approved vendor, or utilize a subcontractor that is a USPS-approved vendor, for providing national change of address service (hereinafter referred to as NCOA) and locatable address conversion service (hereinafter referred to as LACS).
- 2.4.2 Upon request by the state agency, the contractor shall provide NCOA and LACS services. The state agency will furnish the contractor with original address data via MoFTP.
 - a. The contractor shall process NCOA before processing LACS.
- 2.4.3 Within five (5) business days, the contractor shall transfer data to the state agency using the Missouri MoFTP website.
- 2.4.4 The contractor shall provide an output record of the state agency's original address data in the state agency requested format. The contractor shall indicate on the output record when an address match is found.
- 2.4.5 Within five (5) business days of receipt of the original address data, the contractor shall provide the state agency with a Coding Accuracy Support System (hereinafter referred to as CASS) report along with each returned output record.
- 2.4.6 The contractor shall provide completed NCOA Process Acknowledgement Forms (PAF) to the state agency with each returned output record.
- 2.4.7 The contractor shall retain a history file of address changes used to match and update addresses for a minimum of three (3) years.

2.5 Safety, Security, and Confidentiality Requirements:

- 2.5.1 The contractor shall assume full responsibility for the mail and its contents from the time of pick up until the mail is in the possession of the USPS. The contractor shall process all mail in a safe, secure, and confidential manner.
- 2.5.2 The contractor shall employ mail handling and security procedures that will prevent the loss and theft of the state agency's mail.
- 2.5.3 The contractor and the contractor's personnel shall have a security clearance in order to provide service under the contract. The contractor shall obtain each of the required security clearances from the State Highway Patrol.
 - a. If requested by the state agency, the contractor shall provide the state agency with the following:
 - 1) A copy of the security clearance obtained from the State Highway Patrol for personnel assigned to the contract.
 - 2) A completed Authorization for Release of Information Form (Attachment #1) individually signed by the contractor and the contractors' personnel assigned to the contract.
 - 3) A completed Confidentiality Oath (Attachment #2) individually signed by the contractor and the contractors' personnel assigned to the contract.
- 2.5.4 If requested by the state agency, the contractor shall allow a state agency representative to inspect the contractor's mail handling and security procedures during the contractor's business hours, with or without prior notification.
- 2.5.5 Failure of the contractor to maintain the safety, security, and confidentiality of the state agency's mail and its contents shall not only be a material breach of contract, but shall subject the contractor to penalty as provided by law, including, but not limited to, the provisions of Section 32.057 RSMo.

- 2.5.6 FTP files provided by the state agency and the information contained therein shall be strictly confidential and used only for the purpose of the requirements of the contract.
 - a. The contractor shall not disclose or make available personal information contained in the FTP files.
 - b. The contractor shall shred or destroy any materials that must be disposed of that contain personal information. The contractor shall notify the state agency prior to destroying any personal information to receive approval for the method of destruction.
- 2.5.7 The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.
- 2.5.8 If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.
- 2.5.9 The contractor shall agree that the state agency utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor shall be required to sign a Business Associate Agreement provided by the using state agency.

2.6 Invoicing and Payment Requirements:

- 2.6.1 Prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at https://MissouriBUYS.mo.gov.
 - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at: <u>https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx</u>
- 2.6.2 Invoicing The contractor shall submit an itemized invoice to the state agency that utilized the contractor's services.
 - a. The invoice shall be itemized in accordance with the firm, fixed prices indicated on the Pricing Page.
- 2.6.3 Payments- The contractor shall understand that each state agency utilizing the contractor's services shall be solely responsible for payment for only those services requested by that state agency.
- 2.6.4 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including, but not limited to taxes, travel expenses, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.
- 2.6.5 Notwithstanding any other payment provision of the contract, if the contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the state agency may withhold payment or reject invoices under the contract.

- 2.6.6 Final invoices are due by no later than thirty (30) calendar days of the expiration of the contract. The state agency shall have no obligation to pay any invoice submitted after the due date.
- 2.6.7 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.
- 2.6.8 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

ATTACHMENT #1

AUTHORIZATION FOR RELEASE OF INFORMATION

TO WHOM IT MAY CONCERN:

I hereby authorize and request release to the State of Missouri any and all records and information, including, but not limited to, originals or copies of any records, documents, reports, and criminal history record.

I understand that the State of Missouri may conduct and/or review a background investigation before rendering a decision regarding my eligibility to perform services for the State of Missouri and that this authorization is a part of that investigation.

I voluntarily agree to cooperate in such investigation, and release from all liability or responsibility the State of Missouri and all other persons, firms, corporations, and institutions supplying the above requested information.

Applicant's Name (Please Print)

Date

Applicant's Signature

Birth date

Applicant's Social Security Number

ATTACHMENT #2

STATE OF MISSOURI

CONFIDENTIALITY OATH

I have been notified that Section 32.057 of the Missouri Revised Statutes, and Section 7213 of the Federal Internal Revenue Code impose criminal penalties for the unauthorized disclosure of tax information received from the federal government or by the State of Missouri. I will not reveal the condition or affairs of any person, firm, or institution in this State, or any facts pertaining to same that may come to my knowledge by virtue of my work, unless required or authorized by law to do so.

Signature of Employee/Agent

Signature of Witness

Date