

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: Small Package Delivery Services

CONTRACT No.: RS900618

EFFECTIVE DATES: 11/01/2017 to 11/27/2021

The State of Ohio Department of Administrative Services (DAS) has agreed to participate in a consortium contract. Utah is the lead entity for the Small Package Delivery Services and their Master Price Agreement number is MA065 "Price Agreement. This contract is administered by State of Utah, on behalf of National Association of State Procurement Officials (NASPO). The state of Ohio has accepted prices as a result of Bid Number BC16018, which opened on 04/22/2016. The State of Utah completed the evaluation of the proposal response(s). The respective Proposal, including the incorporated contract terms and conditions, standard contract terms and conditions, special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS, and the State of Ohio, [GPC Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#) become a part of this Optional Use Contract.

The Mandatory Use 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.

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 any volume of supplies and/or services.

SPECIAL NOTE: State agencies may make purchases under this Optional Use 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 Optional Use Contract may be directed to:

Adam Williamson
adam.williamson@das.ohio.gov

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

<http://procure.ohio.gov>

Signed: _____
Robert Blair, Director Date

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
Small Package Delivery Services

AS ISSUED BY NASPO CAN BE FOUND BY CLICKING THE LINK BELOW

<http://www.naspovaluepoint.org/#/contract-details/78/contractor/442>

STATE OF OHIO CONTRACT NUMBER RS900618

PARTICIPATING ADDENDUM

I. SCOPE:

This addendum covers the Small Package Delivery Services led by the State of Utah for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

II. PARTICIPATION:

This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Ohio. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

III. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT:

These modifications or additions apply only to actions and relationships within the Participating Entity.

A. 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. [The State of Ohio Group Purchasing Standard Contract Terms and Conditions](#) become part of this contract and will be considered primary over the Master Agreement terms and conditions except for the following:

1. Performance failures cited under Section I.C. which may lead to termination or suspension for cause shall be subject to the conditions of (i) obligation materiality and (ii) reasonable commercial standards of performance;
2. Section II is inapplicable as any relevant claims for damages under the contract are governed by the UPS Rate and Service Guide incorporated by reference in the NASPO ValuePoint Master Agreement;
3. Section V.B is not applicable (conformity to an Illinois Brick repealer is commercially infeasible given UPS's customer base);
4. UPS acceptance of Section V.D. is conditioned on the State's/Participating Entities' agreement that (i) UPS will not keep separate records under this agreement except as such recordkeeping is already standard within UPS for similarly-situated customers, (ii) in no instance shall the State request, nor shall UPS divulge, any financial information that UPS considers to be related to the costs of providing the underlying services provided in this agreement;
5. UPS acceptance of Section V.E. is conditioned on the State's/Participating Entities' agreement that package label data (what UPS considers package level detail or PLD) is not confidential information nor granted confidential treatment beyond the manner in which UPS already protects customer data under UPS's current policies and practices related to data security and privacy of customer data;
6. Sections S-5, S-6, S-7, S-10, and S-13 are inapplicable (they have no relation to the scope of this contract).
7. UPS Rate and Service Guide shall be amended to remove any requirement of arbitration.

PARTICIPATING ADDENDUM (cont'd)

B. 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.

1. 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 Ohio Contract Management Remittance Report. The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:

Department of Administrative Services
GSD Business Office
4200 Surface Road Columbus, OH 43228

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 suspend, terminate or cancel this Contract

IV. SUBCONTRACTORS:

All contactors, dealers, and resellers authorized in the State of Ohio, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

V. ORDERS:

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

PRICE SCHEDULE

The following link contains the pricing that was awarded for United Parcel Service. on the Utah Master Price Agreement Number MA065.

https://s3-us-west-2.amazonaws.com/naspovaluepoint/1476979404_UPS%20-%20Exclusive%20MBG%20Rate%20Charts.xlsm

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000087326
United Parcel Service, Inc.
55 Glenlake Parkway
Atlanta, GA 30328

BID CONTRACT NO.: RS900618

DELIVERY: As Required

TERMS: Net 30

CONTRACTOR'S CONTACT:

Cindy Chase

Toll Free: (800) PICK UPS
Telephone: (954) 465-3513
E-Mail: cchace@ups.com