

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIRED USE CONTRACT FOR: Mail Room Equipment, Services, and Support

CONTRACT No.: RS901714

EFFECTIVE DATES: 10/23/13 to 10/12/14

The State of Ohio Department of Administrative Services (DAS) agreed to participate in a cooperative contract for Mail Room Equipment, Services, and Support with Stamps.com, Inc. which is administered by the State of Arizona, on behalf of the Western States Contracting Alliance (WSCA) and the National Association of State Procurement Officials (NASPO). The State of Ohio has accepted an offer submitted in response to the State of Arizona Request For Proposal No. ADSP011-00000411 that opened on 05/24/11. The State of Arizona completed the evaluation of the proposal response(s). The Offeror listed herein was determined to be the highest ranking Offeror by the State of Ohio. 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 http://procure.ohio.gov/pdf/GPCTC_rev_6-2013.pdf, 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 any volume of supplies and/or services.

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:

Ryan Beers
ryan.beers@das.state.oh.us

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

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

Signed: _____
Robert Blair, Director Date _____

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STATE OF OHIO
PARTICIPATING ADDENDUM
FOR
MAIL ROOM EQUIPMENT, SERVICES, AND SUPPORT

STATE OF ARIZONA MASTER PRICE AGREEMENT ADSPO11-00000411-8

AS ISSUED BY THE WESTERN STATES CONTRACTING ALLIANCE (WSCA) AND THE NATIONAL ASSOCIATION OF
STATE PROCUREMENT OFFICIALS (NASPO):

WSCA Stamp

STATE OF OHIO CONTRACT# RS901714

PARTICIPATING ADDENDUM

I. **Scope:**

Contractor shall provide equipment, services, and support to meet the mailing needs of the Agency per the limitations of their award under Master Price Agreement ADSP011-00000411-8. The applicable product range will include software license and subscriptions, mailing supplies, and postage scales. All equipment and services offered must meet the approval of the USPS®.

Link to Stamps.com, Inc. Master Price Agreement ADSP011-00000411-8: [Click here to view Price List](#)

II. **Participation:**

COOPERATIVE PURCHASING CONTRACT. This Contract is available for use by all State Agencies and 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 is acting in the capacity of the State under this Contract. The political subdivision'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 institutions of higher education's orders and 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.

III. **Changes:**

CONTRACTOR QUARTERLY SALES REPORT. The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor will receive an email with a User ID and password and must report the quarterly dollar value of sales to the Department of Administrative Services (DAS) via the Internet using the web form at the Ohio DAS Contract Management Contractor Portal, <https://cm.ohio.gov/>. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period. The Contractor is responsible for emailing the Analyst listed on page one of the contract with any company contact changes.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

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

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may suspend, terminate or cancel this Contract.

PARTICIPATING ADDENDUM

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 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.

USPS REPORTING. Stamps.com may provide to the USPS, acting in its regulatory or law enforcement capacity, any information requested by the USPS relating to the Stamps.com Software, the Stamps.com service, or the Postage Account(s) of Customer.

Terms and Conditions. In addition to the Terms and Conditions listed in the Western State Contracting Alliance Master Purchasing Agreement ADSP011-0000041-8, the following requirements will apply to the state of Ohio and are hereby incorporated into this Participating Addendum. The Ohio Standard Contract Terms and Conditions and Supplemental Contract Terms and Conditions may be accessed through the following link:
http://procure.ohio.gov/pdf/GPCTC_rev_6-2013.pdf

This Contract will become effective 10/23/13 for the state of Ohio and will follow the current expiration date of the Western State Contracting Alliance Purchasing Agreement ADSP011-0000041-8. The State does not have to follow the extensions or renewals of the WSCA Purchasing Agreement if it chooses not to.

The awarded Contractor shall abide by all Terms and Conditions set forth in this Contract and in the case of contradiction between the RFP document and the state of Ohio Terms and Conditions, the state of Ohio Terms and Conditions shall supersede.

IV. **Lease Agreements:**

Lease agreements are not authorized under this master price agreement.

V. **Subcontractors:** None

Subcontractors are not authorized under this master price agreement.

VI. **Purchase Order Instructions:**

Orders should be made out to Stamps.com, Inc.

The PO and Remit To Address is:
Stamps.com, Inc.
1990 E. Grand Ave.
El Segundo, CA 90245

PARTICIPATING ADDENDUM

VII. **Primary Contacts:**

The primary contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name	Terri Johnson,
Address	Arizona DOA-SPO, 100 N. 15 th Ave, Suite 201, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	Terri.Johnson@azdoa.gov

Contractor

Name	Eric Stout, Enterprise Sales Manager
Address	12959 Coral Tree Place, Los Angeles, CA 90066-7020
Telephone	(310) 482-5874
Fax	(888) 711-1183
E-mail	estout@stamps.com

Participating Entity

Name	Ryan Beers
Address	4200 Surface Rd., Columbus, OH 43228
Telephone	614-466-2418
Fax	614-644-1785
E-mail	ryan.beers@das.ohio.gov

VIII. **Price Agreement Number:**

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: RS901714 and the Lead State price agreement number: ADSPO11-00000411-8.

IX. **Individual Customer:**

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Price Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Price Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Price Agreement number ADSPO-00000411-8 (administered by the State of Arizona) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms of the Participating State.

PRICE SCHEDULE

The following link contains the pricing that was awarded for Stamps.com, Inc. on Master Price Agreement Number ADSPO11-0000411-8:

[Click here to view Price List](#)

CONTRACTOR INDEX:

CONTRACTOR:

84731
Stamps.com, Inc.
1990 E Grand Ave
El Segundo, CA 90245

CONTRACT NO.: RS901714-1 (10/12/14)

Terms: Net 30

Delivery: 15 Days A.R.O.

CONTRACTOR'S CONTACT:

Eric Stout

Telephone: (330) 482-5874

FAX: (888) 711-1183

E-Mail: estout@stamps.com