

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 Mandatory 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 Mandatory 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.

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

<http://procure.ohio.gov>

Signed: _____
Matthew M. Damschroder, 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

[*NASPO Contract](#)

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.
 - *8. To allow time to load new contract pricing into UPS' billing system, the previous contract prices (RS900014) will remain in effect from 11/01/17 through 11/18/17. This pricing can be found at the following link, https://procure.ohio.gov/RevisedContract/RS900014_RC.pdf.

*Notates the continuation of RS900014 pricing, through 11/18/17, to allow time to implement the new rate structure.

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.

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.

*Indicates update to section "B. Contractor Revenue Share Requirements."

PRICE SCHEDULE

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

[*OHIO Domestic Custom Rates](#)

*Indicates update in pricelist, effective with all orders placed on or after 01/11/21, per amendment 6.

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:

George Rea

Toll Free: (800) PICK UPS
Telephone: (678) 270-8735
E-Mail: grea@ups.com

* Indicates change to contractor's contact, per amendment 6.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
7	10/26/21	This amendment is issued to advise that this contract will not be renewed beyond the current expiration date of 11/27/21. It will be replaced.
6	01/11/21	This amendment is issued to update the pricelist, effective with all orders placed on or after 01/11/21 and to update the contractor's contact.
5	02/28/20	This amendment is issued to update the hyperlink on page 3 to show NASPO Contract. All other prices, terms and conditions remain unchanged.
4	01/27/20	This amendment is issued to update the pricelist, dated 01/06/20, effective with all orders issued on or after 01/27/20. This amendment is also issued to move to the 2019 service guide and add Matt Bracken as the contract contact.
3	02/08/19	This amendment is issued to update the pricelist, effective on all orders on or after 01/05/19.
2	01/09/19	This amendment is issued to change the wording on the first page of this contract to correctly denote it as a mandatory use contract.
1	05/04/18	This amendment is issued to correct the contract pricing link to reflect the Ohio Exclusive rates, effective for orders issued on or after 11/19/17. Through mutual agreement, this amendment notes that orders placed between 11/01/17 through 11/18/17 were priced at the previous contract (RS900014) rates. Additionally, this amendment updates Section "B. Contractor Revenue Share Requirements" adds the Summary of Amendments.