

**SMALL PACKAGE DELIVERY  
SERVICES 2016-2021**

Lead by the State of Utah

Master Agreement #: MA065

Contractor: **UPS**

Participating Entity: **STATE OF OHIO**

The following products or services are included in this contract portfolio:

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *None*

**Master Agreement Terms and Conditions:**

1. **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.
2. **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.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cindy Chace
Address:	55 Glenlake Parkway Atlanta, GA 30328
Telephone:	954-465-3513
Email:	<a href="mailto:cchace@ups.com">cchace@ups.com</a>



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Participating Entity

Name:	Adam Williamson
Address:	4200 Surface Road, Columbus, OH, 43228
Telephone:	614-466-6746
Email:	<a href="mailto:Adam.williamson@das.ohio.gov">Adam.williamson@das.ohio.gov</a>

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

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

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

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:

- a. 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;
- b. 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;
- c. Section V.B is not applicable (conformity to an *Illinois Brick* repealer is commercially infeasible given UPS's customer base);

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d. 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;

e. 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;

f. Sections S-5, S-6, S-7, S-10, and S-13 are inapplicable (they have no relation to the scope of this contract).

UPS Rate and Service Guide: Shall be amended to remove any requirement of arbitration.

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.

5. 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.
6. 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.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Ohio	Contractor: UPS
Signature: 	Signature: 
Name: Kelly M. Sanders	Name: Cindy Chace
Title: Chief Procurement Officer	Title: Director of Sales
Date: 10/26/17	Date: 11.17.2017

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***  
***PA@naspovaluepoint.org***  
***to support documentation of participation and posting in appropriate data bases.]***