



**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

Master Agreement #: MA065

Contractor: **UPS**

Participating Entity: **STATE OF NORTH CAROLINA**

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

- Small Package and Express Delivery Services – Multi Money Back Guarantee (MBG) Applicable Rates.

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.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

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 North Carolina. 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:	Cassie Dyer
Address:	UPS Corporate Headquarters, Atlanta, GA
Telephone:	404-828-3920 (O) 404-519-9682 (C)
Fax:	
Email:	cassiedyer@ups.com



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Participating Entity

Name:	Margaret Serapin
Address:	116 W. Jones Street, Raleigh, NC 27699
Telephone:	919-807-4529
Fax:	919-807-4520
Email:	Margaret.serapin@doa.nc.gov

**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.

- A. **ADVERTISING:** Contractor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services.
- B. **SITUS:** The place of this Contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
- C. **GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws or rules.
- D. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S §143-49(9).

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- E. AVAILABILITY OF FUNDS: Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the agency for the purpose set forth in this agreement.
- F. CERTIFICATIONS: Contractor certifies to each of the following:
- 1) that none of its officers, directors, or controlling owners has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2);
 - 2) that it is not an ineligible Vendor as set forth in G.S. 143-59.1;
 - 3) that no employee or agent of its sub-contractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. 143-48.5;
 - 4) that pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contracting with the State certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:
 - a) that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
 - b) that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
 - c) that the undersigned is authorized by the Vendor to make this Certification.
 - d) *The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx> and will be updated every 180 days. For questions about the Department of State Treasurer's Iran Divestment Policy, please contact Meryl Murtagh at Meryl.Murtagh@nctreasurer.com or (919) 814-3852*
- * Note: Enacted by Session Law 2015-118 as G.S. 143C-55 et seq., but has been renumbered for codification at the direction of the Revisor of Statutes.

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G. **REPORTING:** The Contractor shall furnish a quarterly usage report electronically in EXCEL format to the NC Division of Purchase & Contract detailing all items purchased under this contract, by individual agency. The reports must be emailed to pcreports@doa.nc.gov. The report is to be submitted by the 15th (or next business day) of the month following each quarterly period. For consistency, quarters shall be considered to end on the last day of March, June, September and December of each calendar year. In addition, an annual report must be furnished with the fourth quarter report noting the total spend for the year. Quarterly reports are required even if no activity has occurred. The quarterly report shall include, but is not limited to, the following:

Contractor shall report of reach transaction:

- i. Agency Name
- ii. Date of Service
- iii. Description of Service
- iv. Origination/Destination of package
- v. Unit Price and Extended Total
- vi. Contractor shall compute the Total Dollar Amount for the Quarter and Annual Spend

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of North Carolina, 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.



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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: North Carolina	Contractor: UPS
Signature: <i>Sharon Barte for Angie Dunaway</i>	Signature: <i>Cassie R. Dyer</i>
Name: <i>Angie Dunaway</i>	Name: Cassie R. Dyer
Title: <i>Interim State Purchasing Officer</i>	Title: Director, Enterprise Accounts – State Government
Date: <i>11/22/16</i>	Date: November 21, 2016

[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:	sberry@naspovaluepoint.org

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