



NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

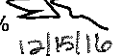
CONTRACT NUMBER CS170462002	CONTRACT TITLE Small Package Delivery Services
AMENDMENT NUMBER N/A	CONTRACT PERIOD January 7, 2017 through November 27, 2021
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 3624073810 1/MB00100966
CONTRACTOR NAME AND ADDRESS United Parcel Service 55 Glenlake Parkway NE Atlanta, GA 30328	STATE AGENCY'S NAME AND ADDRESS Statewide Various Locations
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with RSMo 34.046, Contract CS170462002 between the State of Missouri and United Parcel Service is hereby awarded by the State of Missouri consisting of the attached documentation including: <ul style="list-style-type: none">• NASPO ValuePoint Participation Addendum for Small Package Delivery Service between the State of Missouri and United Parcel Service, Inc.• State of Utah Cooperative Contract (one page)• NASPO ValuePoint Master Agreement Terms and Conditions (20 pages)• UPS Response to The State of Utah/NASPO ValuePoint Solicitation #BC16018 Cost Proposal NASPO ValuePoint Master Agreement for Small Package Delivery Services• UPS Response to The State of Utah/NASPO ValuePoint Solicitation #BC16018 NASPO ValuePoint Master Agreement for Small Package Delivery Services (111 pages)• BC16018 NASPO Small Package Delivery issued by the State of Utah (129 pages) The contract is hereby awarded for the Multiple, Money Back Guarantee pricing, with a 1% Administrative Fee.	
BUYER Laura Ortmeier	BUYER CONTACT INFORMATION Email: laura.ortmeyer@oa.mo.gov Phone: (573) 751- 4579 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 12/15/16
DIRECTOR OF PURCHASING Karen S. Boeger	

**NASPO ValuePoint
PARTICIPATING ADDENDUM (PA)
SMALL PACKAGE DELIVERY SERVICES**

Contractor: **United Parcel Service, Inc. ("UPS" or "Contractor")**
Participating State: **State of Missouri ("Participating State")**
Master Agreement Number: 065
Effective Date(s): **January 7, 2017 through November 27, 2021**

This Participating Addendum between Contractor and Participating State, effective as of January 7, 2017 ("Participating Addendum"), is issued pursuant to that certain Master Agreement #MA065 for small package delivery services, executed between the Contractor and the State of Utah, effective November 28, 2016 ("NASPO Master Agreement"), the terms and conditions of which are incorporated herein by reference.

1. Scope: This Participating Addendum covers Small Package Delivery Services for state agencies, political subdivisions and entities.

2. Rates: Multiple, Money Back Guarantee MBG+1% 
LO 12/15/16

3. Effective date of rates: January 7, 2017 to November 27, 2021

4. The terms and conditions entitled "*State of Missouri Contractual Requirements*" attached hereto Attachment A, is hereby incorporated into and made a part of this Participating Addendum.

5. Primary Contact: The primary state government contact for this Participating Addendum is as follows:

Contact:	Laura Ortmeier
State/Political Entity:	State of Missouri, Division of Purchasing
Address:	301 W High Street, Room 630
City, State, Zip:	Jefferson City, MO 65101-1517
Phone:	573/751-4579
Fax:	573/526-9816
Email:	laura.ortmeyer@oa.mo.gov

6. Participating State Contract Number: The contract number for the Participating State is CS170462002.

This Participating Addendum and the NASPO Master Agreement, Number MA065, (administered by the State of Utah) together with its exhibits and attachments (including Contractor's proposal attached thereto as Attachment D), 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 NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master 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 NASPO Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State of Missouri

By: Karen Boeger

Name: Karen Boeger

Title: Director

Date: 12/16/16

Carrier: United Parcel Service, Inc.

By: [Signature]

Name: Erik Rowley

Title: Director

Date: 12/8/2016

Attachment A
STATE OF MISSOURI CONTRACTUAL REQUIREMENTS

In addition to this document, the State of Missouri Contract, CS170462002, shall consist of the following documents:

- ❖ State of Utah Cooperative Contract (one page)
 - ❖ NASPO ValuePoint Master Agreement Terms and Conditions (20 pages)
 - ❖ UPS Response to The State of Utah/NASPO ValuePoint Solicitation #BC16018 Cost Proposal NASPO ValuePoint Master Agreement for Small Package Delivery Services (Attachment D)
 - ❖ UPS Response to The State of Utah/NASPO ValuePoint Solicitation #BC16018 NASPO ValuePoint Master Agreement for Small Package Delivery Services (111 pages) (Attachment D)
 - ❖ BC16018 NASPO Small Package Delivery issued by the State of Utah (129 pages)
1. The Contractor shall provide small package delivery services for any state agency of the State of Missouri, in accordance with the attached documentation and at the firm, fixed prices specified in the attached documentation. For purposes of the contract, a state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. Additionally, state agencies shall also include the University of Missouri system and the Judicial and Legislative branches of the State of Missouri.
 2. **Cooperative Procurement Program** - The Contractor shall provide small package delivery services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html?&me=67.360>.) The Contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the Contractor by such governmental entities.
 3. The Contractor shall understand that each state agency utilizing the Contractor's services shall be solely responsible for payment for only those services requested by that state agency.
 4. **Authorized Personnel:**
 - a. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
 - b. If the Contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor.
 - c. The Contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies regarding its performance of the services under this contract.
 - d. If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's

business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

1. Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 2. Provide to the Division of Purchasing the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program, attached hereto as Exhibit A; AND
 3. Submit to the Division of Purchasing a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- e. In accordance with subsection 2 of section 285.530, RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.
5. **Debarment Certification** -- The Contractor certifies by signing the signature page of this document that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Contractor should complete and return the attached certification regarding debarment, etc., Exhibit B. This document must be satisfactorily completed prior to award of the contract.
6. **Federal Funds Requirement:** The Contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the Contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:
- a. The percentage of the total costs of the program or project which will be financed with Federal funds;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. Percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
7. **Business Compliance** - The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor certifies by signing the signature page of this document that the Contractor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The Contractor shall provide documentation of compliance upon request by the Division of Purchasing. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

The Contractor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

8. Missouri Statewide Contract Quarterly Administrative Fee:

- a. The Contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the Contractor for all services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.
- b. The Contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments received by the Contractor during the calendar quarter as reported on the Contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the last business day of the month immediately following the end of the calendar quarter.
- c. Payments shall be made using one of the following acceptable payment methods:
 - **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The Contractor's payment by check shall authorize the State of Missouri to process the check electronically. The Contractor understands and agrees that any returned check from the Contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
 - **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- d. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the Contractor for each contract.

9. Missouri Statewide Contract Quarterly Administrative Fee Report:

- a. The Contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments received by the Contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- b. The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments received by the Contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the last business day of the month following the reporting quarter entered on the report. Even if there has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.
- c. The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as Attachment B. The

Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,
P.O. Box 809, Jefferson City MO 65102-0809 OR
301 West High Street, Room 630, Jefferson City, MO 65101-1517
 - **Fax:** (573) 526-9815
 - **Email:** ereports@oa.mo.gov
- d. The Contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the Contractor. The Contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the Contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the Contractor shall comply with all contractual terms, as amended.

10. Missouri Statewide Contract Quarterly Usage Report:

- a. The Contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Shipper Name	Shipper's name.
Product or Service Description	Description of product or service purchased.
Number of Packages Delivered	Number of Packages Delivered
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- b. The Contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the last business day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report. Even if there

has been no usage of the contract during the reporting quarter, the Contractor must still submit a report and indicate no purchases were made.

- c. The Contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in Attachment C which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The Contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- d. The Contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The Contractor shall also agree the Division of Purchasing may unilaterally, with thirty (30) calendar days' notice to the Contractor, change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The Contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the Contractor shall comply with all contractual terms, as amended.

EXHIBIT A

**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION**

BUSINESS ENTITY CERTIFICATION:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|----------------------|---|
| <u>BOX A:</u> | To be completed by a non-business entity as defined below. |
| <u>BOX B:</u> | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.uscis.gov/e-verify . |
| <u>BOX C:</u> | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; **OR**
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (RFP Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Division of Purchasing with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT A, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530.

 Authorized Business Entity Representative's
 Name (Please Print)

 Authorized Business Entity
 Representative's Signature

 Business Entity Name

 Date

 E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted;

AND

- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

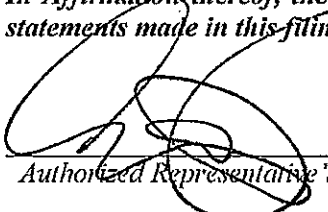
EXHIBIT A, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Erik Rowley (Name of Business Entity Authorized Representative) as Director, Enterprise Accounts_ (Position/Title) first being duly sworn on my oath, affirm UPS (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that UPS (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

 _____ <i>Authorized Representative's Signature</i>	Erik Rowley _____ Printed Name
Director, Enterprise Accounts _____ Title	12/8/2016 _____ Date
erowley@ups.com _____ E-Mail Address	MB00100966 _____ E-Verify Company ID Number

Subscribed and sworn to before me this 8th of December 2016, I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Scott, State of
(NAME OF COUNTY)
Minnesota, and my commission expires on 1-31-2020.
(NAME OF STATE) (DATE)



Signature of Notary 12-8-16
Date

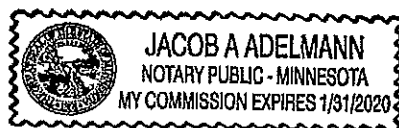


EXHIBIT A, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS


I certify that UPS (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor’s name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted: Missouri Office of Administration Division of Purchasing and Materials Management
(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: NA

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: (if known)

<u>Erik Rowley</u> Authorized Business Entity Representative's Name (Please Print)	 Authorized Business Entity Representative's Signature
<u>UPS</u> Business Entity Name	<u>12/8/2016</u> Date
<u>erowley@ups.com</u> E-Mail Address	<u>MB00100966</u> E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

<u>Laura Osborne</u> Buyer	<u>12/15/16</u> Date
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EXHIBIT B

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

UPS

Company Name

006991681

DUNS # (if known)

Erik Rowley

Authorized Representative's Printed Name

Director, Enterprise Accounts

Authorized Representative's Title

Authorized Representative's Signature

12/8/2016

Date

Instructions for Certification

- 1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
- 3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
- 6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Attachment B Quarterly Contract Usage Report

The contractor shall submit a "Quarterly Contract Usage Report" to the Division of Purchasing for all purchases made under the contract for which payment has been received by the contractor during the reporting quarter. The contractor must submit the "Quarterly Contract Usage Report" to the Division of Purchasing no later than the last business day of the month following the "Reporting Quarter". The contractor shall complete the "Quarterly Contract Usage Report" in accordance with the definitions and requirements stated below. Completed electronic forms will feed into a central database for aggregate usage. Please contact the Division of Purchasing (573) 751-2387 if you have specific questions about your contract area, the submission of this report, or payment of the administrative fee.

Header Definitions.

Contractor Name	Contractor name as it appears on the contract.
Contract Number	Contract Number as listed on the first page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for person completing the report.
Contact Email	Email address for the person completing the report.
Reporting Quarter	Quarter for which the contractor is reporting purchases for which payment has been received. This must be in format QX, where X is the Quarter number as follows: Q1: January 1 - March 31 Q3: July 1 - September 30 Q2: April 1 - June 30 Q4: October 1 - December 31
Date Report Submitted	Date Quarterly Usage Report is submitted.
Goods/Services Purchased	Indicate if the purchases made under the contract were for Goods/Commodities, Services, or were IT Related by checking the appropriate box.

State Agency and Political Subdivision Report Tabs - Depending on the payments received during the quarter, the contractor must indicate if the payments were received from a state agency or a political subdivision by selecting the appropriate form to submit to DPMM. Both forms must be filled out if the payments were received from a state agency and a political subdivision.

Sold To	The name of the entity which purchased the product or service. Complete "Sold To" for every purchaser for which products/services were provided and payment was received during the reporting quarter.
Product Description	List the product(s) sold.
Quantity	Number of product(s) sold.
Total Cost of Purchase	Total cost of purchase.
Administrative Fee	Administrative Fee amount is calculated as 1% of the payments received by the contractor during the quarter based on the cost of the goods, services, and IT related goods and services provided under the contract (excluding taxes and any returns.)
Misc. Comments	Misc. Comments

Admin Fee Report Tab -- The total amount in payments received from state agency(ies) and a political subdivision(s) during the reporting quarter for the contract are to be summarized using the Administrative Fee Report.

No Payments Received -- If no payments were received during the reporting quarter for this contract, the box must be checked and this form must be submitted to the Division of Purchasing

Missouri Statewide Contract Quarterly Administrative Fee Report

Contractor Name:	United Parcel Services		
Statewide Contract Number:	CS170462002		
Date Report Submitted:			
Administrative Fee Payment Calculation: <i>(If no payments received during Reporting Quarter, skip to next section)</i>			
Overall Total Payments Received during the Reporting Quarter :			\$0.00
<i>1% Administrative Fee (Multiply Overall Total Payments by 1% to determine Total Administrative Fee Payment)</i>			1.00%
Total Administrative Fee Payment for the Reporting Quarter:			\$0.00
If no payments were received during the Reporting Quarter, check the box below:			
<input type="checkbox"/> No payments were received this calendar quarter for any purchases on the contract identified above.			
Report Contact Name:			
Contact Phone Number:			
Contact Email Address:			
Reporting Quarter (check one):			
<input type="checkbox"/> January 1 - March 31	<input type="checkbox"/> April 1 - June 30	<input type="checkbox"/> July 1 - September 30	<input type="checkbox"/> October 1 - December 31
Submit this report to the Division of Purchasing (Purchasing) using one of the methods below: 1) Mail: Division of Purchasing, P.O. Box 809, Jefferson City MO 65102 - 0809 OR 301 West High Street, Room 630, Jefferson City MO 65101 - 1517 2) Fax: (573) 526-9815 3) Email: ereports@oa.mo.gov			
Indicate below the method of payment used for submitting the Total Administrative Fee Payment for the Reporting Quarter and date of payment submission:			
Method of Payment Used: <input type="checkbox"/> Personal check <input type="checkbox"/> Money Order <input type="checkbox"/> Company check <input type="checkbox"/> ACH (Electronic Payment) <input type="checkbox"/> Cashier's check			
Date of Payment Submission: ___/___/20___ (mm/dd/yyyy)			
Signature of Responsible Party for Report Content:			
Signature: _____ Date: _____ Title: _____			

Attachment C
Missouri Statewide Contract Quarterly Usage Report Instructions

The contractor shall prepare and submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below.

The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made by marking the appropriate box on the report form.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included in this spreadsheet which is downloadable from the following DPMM website address: <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.
Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to the Division of Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Shipper Name	Shipper's name.
Product or Service Description	Description of product or service purchased.
Number of Packages Delivered	Number of packages delivered.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

