

**SMALL PACKAGE DELIVERY SERVICES 2016-2021**

Lead by the State of Utah

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Master Agreement #: MA065

Contractor: **UNITED PARCEL SERVICE, INC. ("CONTRACTOR" OR UPS)**

Participating Entity: **STATE OF IDAHO ("PARTICIPATING STATE")**

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, executed between the Contractor and the State of Utah, effective November 28, 2016 ("NASPO Value Point Master Agreement"), the terms and conditions of which are incorporated herein by reference.

**Participating Addendum Terms and Conditions:**

1. **Scope:** This Participating 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 and authorized by that Participating State's statutes to utilize the Participating State contracts with the prior approval of the Participating State's Chief Procurement Official.
2. **Participation:** This Participating Addendum may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the Participating State's Chief Procurement Official. All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, section 67-2327) are hereby authorized to purchase products and services under the terms and conditions of the Participating Addendum and the NASPO ValuePoint Master Agreement. These public agencies included any city or political subdivision of the State of Idaho, including, but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities, or any political subdivision created under the law of the State of Idaho, and public schools and institutions of higher education ("Purchasing Entity(ies)"). It will be the responsibility of the public agency to independently contract (i.e. issue purchase orders) with the Contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.
3. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Cindy Chace
Address:	316 Pennsylvania Ave 5th floor Washington DC 20003
Telephone:	954-465-3513
Fax:	
Email:	cchace@ups.com

Participating Entity

Name:	Joseph Nelson, Buyer
Address:	650 W. State St., B-15, P.O. Box 83720, Boise, ID 83720-0075
Telephone:	208.332.1602
Fax:	208.327.7465
Email:	joseph.nelson@adm.idaho.gov

**5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE NASPO  
VALUEPOINT MASTER AGREEMENT**

These modifications or additions apply only to actions and relationships within the NASPO ValuePoint Participating State. Participating State must check one of the boxes below.

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

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

Notwithstanding any provisions in the NASPO ValuePoint Master Agreement to the contrary, the following shall apply to this Participating Addendum:

**5.1 Assignment:** In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this Participating Addendum or individual orders placed against this Participating Addendum) shall be transferred by one party, without the approval in writing of the of the other party (for the State of Idaho, the authorized representative shall be the Participating State's Administrator of the Division of Purchasing). Transfer of a contract without approval shall cause the termination of the contract so transferred, at the option of the Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

**5.2 Amendments:** Amendments to the NASPO ValuePoint Master Agreement (including, but not limited to extensions, renewals, and modifications to the terms, conditions and pricing) will automatically be incorporated in this Participating Addendum unless the Participating State elects not to incorporate an amendment by providing written notification to Contractor; which notice must be provided within ten (10) working days of the date of the amendment to the

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NASPO ValuePoint Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the NASPO ValuePoint Master Agreement amendment automatically being incorporated in this Participating Addendum.

- 5.3 Governing Law: Notwithstanding any provision to the contrary, this Participating Addendum and all orders issued under the Participating Addendum by Purchasing Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this Participating Addendum shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this Participating Addendum is held to be invalid or unenforceable by a court, the remaining terms of this Participating Addendum will remain in full force and effect.
- 5.4 Administrative Fee and Quarterly Usage Report: The prices to be paid by the Purchasing Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated NASPO ValuePoint Master Agreement prices by this amount). This additional percentage represents the Purchasing Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales.

*For Example: If the total of your net sales to Purchasing Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as mutually agreed to the Participating State. In ADDITION to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the **PARTICIPATING ADDENDUM SUMMARY USAGE REPORT FORM** available for download at [http://purchasing.idaho.gov/vendor\\_forms.html](http://purchasing.idaho.gov/vendor_forms.html). A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter), and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.



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**Reporting Time Line (Fiscal Year Quarters):**

1<sup>st</sup> Quarter July 1 - Sept 30  
2<sup>nd</sup> Quarter Oct 1 - Dec 31  
3<sup>rd</sup> Quarter Jan 1 - Mar 31  
4<sup>th</sup> Quarter Apr 1 - Jun 30

**Fee and Report Due:**

October 31st  
January 31st  
April 30<sup>th</sup>  
July 31<sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to  
[purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

6. **Subcontractors:** All Contactors, dealers, and resellers authorized in the State of Idaho, 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 and this Participating Addendum. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO ValuePoint Master Agreement and this Participating Addendum.
7. **Orders:** Any order placed by a Participating State or Purchasing Entity for a product and/or service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the NASPO ValuePoint Master Agreement and this Participating Addendum 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 Participating Addendum as of the date of execution by both parties below.

Participating Entity: <i>Dept of Admin Div of purchasing</i>	Contractor: United Parcel Service, Inc.
Signature: <i>Joseph Nelson</i>	Signature: <i>Cindy Chace</i>
Name: <i>JOSEPH NELSON</i>	Name: <i>Cindy Chace</i>
Title: <i>Buyer</i>	Title: <i>Director of Sales</i>
Date: <i>1/6/17</i>	Date: <i>1-6-2017</i>

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](mailto:PA@naspovaluepoint.org) to support documentation of participation and posting in appropriate data bases.]**

