



**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

Contractor: **United Parcel Service, Inc.** ("UPS" or "Contractor")

Participating State: **STATE OF MAINE** ("Participating State")

Master Agreement Number: 065

Participating State Contract Number:

Effective Date(s): March 20, 2017– November 27, 2021

This Participating Addendum between Contractor and Participating State, effective as of March 20, 2017 ("Participating Addendum"), is issued pursuant to that certain Master Agreement #MA065 (including Contractor's technical and pricing proposal and Contractor's Service Guide), executed between the Contractor and the State of Utah, effective January 7, 2017 ("NASPO ValuePoint Master Agreement"), the terms and conditions of which are incorporated herein by reference.

Participating Addendum 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 authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Rates: Multi

2. Participation: This Participating Addendum 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 Maine ("Purchasing Entity(ies)"). 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:	United Parcel Service, Inc. Maureen Baer
Address:	55 Glenlake Parkway, Atlanta GA 30328
Telephone:	717-329-0049
Fax:	
Email:	mebaer@ups.com



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Participating State

Name:	State of Maine, Division of Purchases Terry DeMerchant
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7334
Fax:	207-287-6578
Email:	Terry.L.DeMerchant@maine.gov

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

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

The following terms are hereby incorporated into this Participating Addendum:

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

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C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

- ii. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- iii. STATE HELD HARMLESS The contractor shall defend, indemnify and hold the Participating State and their officers, agencies, employees, harmless from and against any third party claims, damage, cost or liability, including reasonable attorney's fees and related costs for any or all injuries to persons or damage to tangible property arising from acts or omissions of the contractor, his employees or subcontractors or volunteers in performing work under this Participating Addendum.

Notwithstanding the foregoing, the Contractor shall not be liable under this Section 4(iii) to the extent such claim is caused by or results from the negligent acts of willful misconduct of the Participating State and the Contractor shall not be liable under this Section 4(iii) for claims arising from or relating to the loss, damage, delay, mis-delivery, or non-delivery of packages for which the services under this Participating Addendum are provided as such claims shall be governed by the terms of Contractor's Service Guide in effect at the time of shipping.

- iv. NON-APPROPRIATION. Notwithstanding any other provision of this Participating Addendum, if the State does not receive sufficient funds to fund this Participating Addendum and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Participating Addendum.
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Maine, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants under this Participating Addendum and the NASPO





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ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO ValuePoint Master Agreement.

- 6. Orders: Any order placed by a Participating State or Purchasing Entity for a product and/or service available from this Participating Addendum and the NASPO ValuePoint Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Participating Addendum and the NASPO ValuePoint Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Maine, Division of Purchases	Contractor: United Parcel Service, Inc.
Signature: 	Signature: 
Name: Kevin Scheirer	Name: Maureen Baer
Title: Director of the Division of Purchases	Title: <i>Director of Enterprise Accounts</i>
Date: <i>3/10/17</i>	Date: <i>3/3/2017</i>

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



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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.]***

Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

<i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i>			
Contract Administrator:	Terry DeMerchant	Office/Division/Program:	Division of Purchases
Agreement Amount: \$	To be determined in the use of the MA	CT or MA Number:	MA 18P 1702220000000000096
Contract Start Date:	11/28/2016	Contract End Date:	11/27/2021
Vendor's Business Name:	United Parcel Service Inc	State of Maine VC Number for Vendor:	VS0000015651
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	United Parcel Service Inc 358 W Charlotte St Millersville, PA 17551 Tel : 717-329-0049 Email: mebaer@ups.com		
Type of Service/Commodity or Project Name:	Small package delivery service		
<i>The following information should refer to the pre-existing contract held by another state or entity:</i>			
Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	State of Utah	Entity Contact Name, Email Address, and Phone Number:	Brad Cummings Tel: 801-538-3232 Email: bcummings@utah.gov
Original RFP Name and Number:	Bid# BC16018 Small package delivery and express delivery services	Pre-existing Contract Name and Number (resulting from RFP):	MA 18P 1210150000000000108
Contract Start Date:	11/12/2012	Contract End Date:	3/18/2017

1. What is the departmental need for this service or commodity?	
Agency statewide use for the mailing and delivery of small package delivery	
2. How was the pre-existing contract identified?	
NJPA Contract	
3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?	
FedEx and UPS have had pre-existing contracts – agency would get the best price from both and go with the lowest vendor.	
Signature:	
Date:	2/23/17