

ADDENDUM

Contract # 0000000000000000000017821

This Addendum or "Master Services Agreement" is entered into by and between Indiana Department of Administration ("the State") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: UNITED PARCEL SERVICE, Inc..

Contractor Address: PO BOX 505820

THE LAKES, NV 88905-5820

Title of Form Contract: State of Utah Cooperative Contract, Contract Number MA454

1. Duties of Contractor

The Indiana Department of Administration on behalf of All State Entities here in referred to as ("State") is establishing a quantity purchase agreement (QPA) for Small Carrier Services. The Contractor shall provide these services and commodities necessary to the State as set forth in, this Addendum. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

Exhibit A = State of Indiana Contract Pricing

Exhibit B = Performance Metrics

Exhibit C = Documents prepared by the State of Utah

Exhibit D = Documents prepared by the Contractor

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency
As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
2. K-12Indiana
The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
3. LibraryIndiana
The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

4. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, INARF WorkCenters (also known as State Use or Ability Indiana), a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution (5) The Indianapolis Airport

5. Unless otherwise specified within this Contract, the term "User Agency" shall refer to entities/procurement initiatives 1 -4 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Contract Pricing:

Contract pricing shall be as per the Master Contract's pricing for NASPO ValuePoint.

C. Contract Purchasing:

State agencies and participating entities may issue purchase orders against this Addendum directly to the Contractor. These orders constitute the Contractor's authority to make delivery to the ordering User Agency. Each purchase order will be deemed to incorporate the terms and conditions set forth in the Addendum. Orders may be entered electronically, transmitted through facsimile equipment, email, or submitted on paper. The electronic transmission of a purchase order through the Contractor's website shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile of the purchase order shall constitute receipt of an order.

Although a Purchase Order (P.O) is the primary purchasing method format for purchases, the Contractor shall accept another purchasing method known as the State's Purchasing Card or any participating entity's purchasing card as an optional form of payment. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card or any participating entity's purchasing card.

D. Volume

The total purchases of an individual item on the contract are not known. No guarantee of any actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need of the purchasing agencies. No guarantee of any actual volume, spend, services, or products is implied or expressed by this Agreement. The Contractor shall only be paid for products or services rendered hereunder pursuant to the purchasing methods issued to the Contractor from the said participating entity. The State or any participating entity is under no obligation to request product or service from the Contractor in any product or service at all from the Contractor during the contract period. There shall be no minimum fees, purchasing requirements, or

E. Billing and Payments

The User Agency shall pay the contractual rate for the products or services rendered.

1. Invoice

The Contractor shall provide invoice documentation to the User Agency in a mutually agreed upon format; standardization is encouraged for all State agency entities.

The Contractor shall invoice the State only after items have been delivered and services have been rendered prior to payment. The Contractor shall invoice the State only after completion of the work described in the purchase order/Contract, and as required below prior to any payment. The Contractor shall submit an invoice to the Ordering Agency's Bill To Address. The Contractor's invoice shall identify, at a minimum, the information listed below:

Invoice Number, Invoice Date, Ordering Agency's Bill To Information, Ordering Agency's Ship To Information, Business Unit, Purchase Order Number, each line item should be per item shipped, Shipping Methods, Shipping Description, Order Qty for each item and method shipped, Line Item Price, Invoice Total

2. Billing

The Contractor understands and agrees that the invoice shall;

- Include only charges for products that have been shipped/fulfillment complete
- Not include anything shipped at a different time, which shall have a separate invoice for payment on the same Purchase Order
- If multiple invoices are sent for the same Purchase Order, there shall be a note this is for partial payment
- Not include sales tax or shipping charges

3. Payments

It shall be the responsibility of the "Bill To" agency to make payment. Any questions concerning payment should be addressed to the "Bill To" agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned Account Manager to determine the issue and path of resolution.

The Contractor agrees that the timeframe for payment (and any discounts) begins when the "Bill To" agency is in receipt of a correct invoice that meets the minimum requirements stated above and products have been delivered in satisfactory condition.

The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by other governmental entities, including K-12 entities or libraries.

Purchases made by the specific Purchasing Agency are to be paid for by the Purchasing Agency and are not the liability or responsibility of the State. Methods shall be agreed upon and be in a separate agreement between each participating entity and the Contractor if different than the Special Terms and Conditions within this Addendum.

F. Reports

The Contractor shall provide the State and Ordering Agencies monthly, quarterly, ad-hoc reporting, and report customization at no cost for the duration of the Contract. The standard reporting listed below shall be available to the State or Ordering Agency within 2 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days.

The report shall be in Excel format, unless alternative is approved in writing by the State's Contract Manager. The Contractor understands that the ownership of the documentation is the State's and the said User Agencies. The reports shall provide statistical data on all purchases made from the awarded contract by participating entities and labeled by the name of each User Agency for the requested timeline. These reports are to be supplied on a quarterly basis and upon request.

1. Contract Report:
The report shall be detailed; broken down by line item and included the following data:
 - 1) Contract number
 - 2) Name of User Agency
 - 3) Commodity description
 - 4) Item quantity purchased for the quarter for each individual User Agency.
 - 5) Item dollar amount (volume) purchased for the quarter for each individual User Agency.
 - 6) Line item quantity purchased for the quarter for each individual User Agency.
 - 7) Item dollar amount (volume) for the quarter for each individual User Agency
 - 8) The total amount of sales by diversity vendors (small, woman, minority, veteran owned) who participate in the Contractor's Supplier Diversity Program or Distributor Alliance Program
 - 9) Subtotals for each category above
 - 10) Grand totals for each category above

2. Price Change Reports:
The Contractor shall send notice of NASPO approved price changes to the State's Contract Manager and each Ordering Agency through the most expedient method possible including a complete list of pricing reflecting the new pricing at least thirty (30) days before changes are set to occur. The Contractor shall be required to submit a report, semi- annually, to the State's Contract Manager of all NASPO approved price changes during the previous semi-annual period.

3. Savings Model
The Contractor shall work with the State Contract Manager to develop a mutually agreed upon Savings Model, within ninety (90) days of final State signature, which reflects the actual savings over the life of this Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

4. Usage Reports
The Contractor shall track all system and usage data to report at each QBR. The report shall include, but not limited to, Market Basket/ Non-Market Basket Indication, Recycled, MWBE product, Item Number, Item Description, Quantity, Unit of Measure, and Dollar Amount. The Contractor shall provide updates upon request.

5. Pricing Audit Report
The Contractor shall work with the State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3 month period, item price in the catalog at the time of purchase, and the price the Ordering Agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

6. Agency Shipment Summary (by Purchasing Agency):

- 1) Shipping out location
- 2) Type of package
- 3) Weight of package
- 4) Entity department
- 5) Package receiver address

7. Shipping category spend and usage

8. Procurement Card purchases

G. Training

At no additional cost to the State, the Contractor shall provide users with an opportunity to learn about the program, the rates, how to access the rates, changes in this agreement from the previous agreement, and how to establish accounts. If both parties agree, the Contractor shall host other shows around the State as well as additional vendor seminars and training. The Contractor shall use reasonable efforts to provide as much training as needed to the entire end user community within the State. At no additional cost to the State, the Contractor shall host training sessions via internet or Web-ex. In addition, the Contractor can establish a temporary link to show functionality in order to preview the official training atmosphere.

The Contractor shall use reasonable effort to provide as much training as needed to the entire end user community within the State at any time during the entire life of this Contract. At no additional cost to the State, the Contractor shall host training sessions via internet or Web-ex sessions.

The Contractor shall develop User Guides with contact information for the Contractor, an arrival estimator tool that will help User Agencies determine when their package, parcel, or other form of delivery would arrive depending on the shipping services selected, and other helpful information.

H. Account Management and Customer Service

1. Account Management Structure

The Contractor's Dedicated Account Management Team shall include a Dedicated Account Manager, National Account Manager, and Customer Service Team. This team shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel. The Contractor shall have a back-up plan in place at all times for all Account Management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all Account Management Team members.

- a) Dedicated Account Manager – The Account Manager shall serve as the Central Point of Contact and have the authority to negotiate the Contract between the State and Contractor. In addition, the Account Manager shall assist with account implementation and maintenance throughout the life of this Contract. Daily inquiries such as product deliveries, missing orders, receiving an incorrect item, billing errors, and most customer-specific issues can be handled at the Dedicated Account Manger level. The Dedicated Account Manager has access to information, including, but not limited to, order status, delivery information, backorder information, contracted pricing, standard offering item availability, and product information. The Account Manager shall also actively market the products and services of this Contract to

Governmental Entities and local schools under the K-12Indiana program. The Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model.

- b) National Account Manager – The National Account Manager shall be responsible for assisting with the account management and maintenance and work to ensure contract compliance.
- c) Customer Service Team – The Customer Service Team shall be responsible for assisting the Ordering Agencies with any issues related to, but not limited to, product information, order status, delivery information, backorder information, contracted pricing, Market Basket item availability and ensuring service level compliance.

i. Service Hours

The Dedicated Account Manager shall be able to provide services twenty-four hours per day, seven days per week, and 365 days per year. When not available, for reasons including vacation and illness, the Contractor shall notify the State Contract Manager immediately, when possible the Contractor will give notice at least one week before the absence and provide a backup contact for the State.

ii. Information

The Dedicated Account Manager has access to information, including, but not limited to delivery reports on all State facilities, State spend reports, and any pending issues. The Account Manager shall also actively market the services of this Contract to Governmental Entities and local schools under the K-12Indiana program. The Account Manager shall also work with the State Contract Manager on the details and management of the Savings Model. This role is the State Vendor Manager's sole point of contact and is responsible for updating the State Vendor Manager on any and all concerns, issues, changes, and/or other pertinent information regarding this contract.

2. Quarterly Business Reviews (QBR)

The State and the Contractor shall agree upon the reporting model during the first 60 days of contract implementation. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State's request. The Contractor shall work with the State Contract Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Performance Metrics, Transaction Usage, Pricing Audit Report, K-12 usage, additional reporting fields, etc. over the life of the Contract.

Electronic copies as well as physical copies shall be made available to the State's Contract Manager and the User Agency upon request.

3. Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See Exhibit C for Service Levels and Performance Metrics.

4. Marketing and Promotions

The Contractor shall provide an on-going marketing campaign to market this Contract to all current Ordering Agencies, as well as potential users that fall under the categories listed in **Section 1(A) of this Contract**. The Contractor shall develop and present a Marketing Plan to the State of Indiana, and upon approval, the Contractor shall execute the Marketing Plan at no cost. The Contractor shall prepare marketing programs and materials. Such marketing tools shall include, but not limited to:

- Mailers
- Envelope inserts
- Poster ads
- Take-away cards
- Media releases
- Email blasts
- Product Fairs

The Contractor shall supply sample marketing requests and proofs for approval prior to printing. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

5. Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process. The Contractor shall use commercially reasonable efforts to address and resolve the problem immediately on a local level. If the problem persists, it can be escalated to the Contractor's Account Management Team representatives. The State's Contract Manager has the authority to contact the Dedicated Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Member(s) of the Dedicated Account Management Team shall arrive on site at Indiana if requested by the State, at no cost to the State.

The Contractor shall provide a copy of the Contractor's most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Account Manager and an electronic copy provided to the State. The State Contract Manager has the authority to contact the Contractor's Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor's Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary.

6. Disaster Recovery Plan

The Contractor shall provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. The plan shall include, but not limit to, the process the State should follow to escalate issues. In the event that the Contractor materially amends the summary of the disaster recovery plan provided in Contractor's RFP

proposal, notification shall be sent to the State Account Manager and an electronic copy provided to the State. The Contractor shall provide copies of the disaster recovery plan summary to all Ordering Agencies upon request.

7. Customer Service Hours

The Contractor shall provide customer services for all Ordering Agencies locations Monday through Friday from 7:00AM to 6:00PM EST. This on-going support shall be provided via a toll free telephone number, email, and fax. The Contractor's Dedicated Account Manager shall be accessible by phone for emergencies such as, but not limited to, disaster relief to provide assistance with customer service or orders that need to be placed.

8. Customer Service Response Time

The Contractor shall resolve all customer service issues within 48 hours of submission.

I. Delivery

1. Delivery Window and Point of Use

The Contractor shall follow delivery policies of the shipping location; delivery policies are dependent upon delivery location. Commercially reasonable efforts refer to efforts which use a standard of reasonableness defined by what a similar person would do as a judged by the standards of the applicable business community to complete the assigned task(s) successfully, completely and without delay.

The Contractor shall use commercially reasonable efforts to deliver to all current and potential delivery sites or points of use within the State. In addition, the Contractor shall use commercially reasonable efforts to meet delivery requirements specified by each delivery sites or points of use. The Contractor shall provide proof of delivery paperwork (electronic or hard copy) to the State for any order at time of delivery. Delivery details include, but not limited to, offloading of packaging, inside delivery to usage area, and mailroom (or designated area State requests). The State agency receiver and contractor delivery personnel shall inspect for potential shipping damage. If the equipment was damaged during delivery, the State has the right to refuse delivery.

2. Tracking

The Contractor shall help any User Agency track, locate, a package when requested at no additional cost. The Contractor can and shall provide training when a User Agency needs to know how to virtually track a package, at no additional cost to the User Agency or the State. If there is an immediate need the Contractor will track and locate the package for the User Agency.

3. Service Areas

The Contractor must deliver and pick up from all locations requested by the State and User Agencies at the contracted pricing, regardless of country, weather, location, climate, or availability of resources. No areas shall be deemed unserviceable or out of area. No additional fees shall be applied and no minimums or maximums shall be required. Breach of part or all of this clause may warrant credits and/ or administrative fees at the sole discretion of the State.

J. Property

1. Property of the State

- a) In connection with the services provided under this Contract, the Contractor (or a subcontractor) may provide or install equipment only with express written consent of the State. Installation shall be completed at no additional charge to the State or User Agency. All such equipment is for the Contractor's use, such equipment will remain the property of the Contractor at all times, and Contractor will remove and take all such

equipment upon termination of this Contract. The Contractor is not selling or leasing any of the equipment to the State.

- b) Any damages, destruction, or other harm to the State or User Agency's property during the approved installation or removal will be the responsibility of the Contractor. The Contractor will be responsible for the replacement or repairs and all costs associated.
- c) It is the Contractor's responsibility to maintain the conditions of the facilities and property provided by the State to the Contractor.
- d) The Contractor shall be liable for any damage, loss, destruction, or other harm to the State or User Agency's property including facilities. Costs for replacement or repairs and all costs associated will be the responsibility of the Contractor.
- e) The Contractor is responsible for supplying and maintaining all equipment, technology, software and anything else that is necessary to perform the services described in this contract, the duties and responsibilities of the Contractor, and meet all service level agreements, metrics, and other expressed requirements by the User Agency.
- f) The State will not be held liable for any damage to the Contractor's property that the State's property or facilities may cause.
- g) Any property the State entrusts to the Contractor shall be recorded and any property the Contractor shall have on any User Agency site shall be recorded in a Master Property List. The Contractor shall ensure that the list is kept up-to-date and notify the Vendor Manager immediately of any changes. All changes shall be signed off by both the Contractor and then the Vendor Manager. The State shall have sole discretion as to which party shall retain any item not found on this Master Property List at the end of the Contract. The Master Property List will include, but is not limited to the piece of property, the condition, any details that may be applicable including information on the asset label, the location, owner of the property and the date it became a part of this Contract. Anything listed as property of the User Agency or the State on the Master Property List shall be returned to the corresponding User Agency. If the User Agency no longer is able to be reached, the property is owned by the State, or any other reason it cannot be returned to the User Agency, the Vendor Manager shall instruct the Contractor how to proceed. The Contractor will be responsible for anything on the Master Property List not returned to the State or User Agency at the end of the Contract. No additional costs shall be incurred by the State nor the User Agency for the return of property and services that may be required during the end of this Contract.
- h) The Contractor's employees and other designees shall be properly trained by the Contractor to use all State property to prevent damage and misuse.

K. Miscellaneous Commitments

1. Subcontracting

- a) The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract.
- b) The State considers Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all Subcontractor charges resulting from this Agreement. The State, other than approving such Subcontractors has no obligation, financial or

- otherwise, to any Subcontractor and shall not be deemed in privity with any Subcontractor.
- c) The Contractor shall be the main point of contact for the Contract. No User Agency shall have direct contact with the Subcontractor unless the User Agency requests to meet with the Subcontractor. Upon request the Contractor shall be present in meetings with Subcontractors.
 - d) The State will have no requirement to interface with any of the Subcontractors. Should the State wish to maintain direct contact with Subcontractor, Contractor will agree to remove that Subcontractor from the Contractor managed program, at which time all performance and payment obligations to the said Subcontractor shall rest with the State.
 - e) The User Agency will not ever see a difference in services regardless of which company employs the onsite guards.
 - f) The Contractor takes full responsibility and understands that all requirements in this Contract are obligatory and at no time shall the Contractor lapse regardless of the use of Subcontractors in this agreement.
 - g) The Contractor shall manage the Subcontractors. Reports shall be given at a minimum quarterly to assess their performance. These reports shall be provided to the Vendor Manager within seven (7) business days of completion. If the State takes issues with anything in the report or feels something was overlooked the Contractor will immediately address it and remedy it with the Subcontractor.
 - h) The Contractor understands that they are solely responsible for the management of the Subcontractors. The Contractor guarantees the performance of all Subcontractors.
 - i) The Contractor shall hold all Subcontractors to the SLAs, Metrics, and other requirements in this Contract. When a Subcontractor misses a Metric, SLA, or other requirement from the State the Contractor is solely responsible and shall make right with the User Agency.
 - j) The State shall receive a credit for part or all of the management fee on a job when the Contractor has not fulfilled all or part of the duties and responsibilities of managing a Subcontractor. When this happens the State and the Contractor will find a mutually agreed upon amount and means for the credit.

2. Management of Quality of Services

- a) Quality Assessments
 - 1) The Contractor shall do Quality Assessments annually. The Contractor will audit their processes, procedures, policies, and determine areas that need improvement, that cause issues, or could be improved. This should evaluate all systems, procedures, processes, requirements, and any other aspect of the program that in some way impacts the services provided through this Contract. The assessment should be submitted to the Vendor Manager. The Contractor will take into consideration any suggestions, requests, or additions from the State.
 - 2) The State reserves the right to request the Contractor to perform a Quality Assessment at any time. The State can request it to be site, regional, or the entire program. The State can give a list of specific concerns, all of which the Contractor shall address, in addition to their own findings.
 - 3) Within ninety (90) days of notice, unless otherwise determined by the State in writing, the Contractor shall assess the given area and document any issues, including, but not limited to short comings, failures, lapse in services, areas that could be

improved, and shall send the report documenting their findings, the cause of the issues, and how to eliminate the issue from ever happening again.

- 4) Included in the assessment documentation and report provided to the State, a Corrective Action Plan, shall be issued by the Contractor for each cause, detailing the actionable cure for remedying the issue or issues.

b) Corrective Action Plans

- 1) The State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate by the State.
- 2) If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

c) Poor Performance or Nonperformance

- 1) If at any point the Contractor does not complete or does not perform to the satisfaction of the State, the State reserves the right to suspend the Contractor and/or request a Corrective Action Plan (CAP). The State has sole discretion at what will be the next step.
- 2) If the State elects to request a Corrective Action Plan, the Contractor shall have five (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each area in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model.
- 3) The State reserves the right to suspend the Contractor. During this time the Contractor will not accept any requests or orders from Ordering Agencies. The Contractor will use this time to focus efforts on improving issues and services. During this time

the Contractor will devise and implement a plan in order to improve services and remedying the issue or issues. Suspensions may be lifted early or extended at the sole discretion of the State.

- 4) The Contractor agrees that if the State provides notice to the Contractor that they will be the only Small Package Delivery Service vendor for any period of time, the Contractor will provide Exclusive MBG Rates as listed on the NASPOValuePoint website during said period of time. The State will make reasonable efforts to provide notice of beginning and end dates of such a time period.
- 5) At any point, the State has the right to invoke the Termination for Default clause.

3. Employee Purchase Program/Discount
Details of the Employee Purchase Program shall be listed on the State Personnel website so that all State Employees may take advantage of the program.

The Contractor shall extend this program to K-12, Library and other Governmental Entities and work directly with these entities for any set up that is required. These entities have direct approval on how/if this program is implemented.

4. Purchasing Card

The Contractor shall accept the State's Purchasing Card (P-Card) as an optional form of payment, if advised by the State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

5. Maintain Good Standing

The Contractor shall maintain good standing with the State of Indiana. If not in good standing, the Contractor must immediately remedy issues. The Contractor understands that not being in good standing may be grounds for the State to terminate or discontinue the Contract.

In order to maintain good standing the Contractor must:

- a) Maintain billing information with the Auditor of State. If there are changes to the Remit to Address, Order to Address, Account Information, Company Name, or any other applicable information the Contractor must immediately provide a completed W-9 and direct deposit form reflecting the new information.
- b) Remain registered and in good standing with the Secretary of State.
- c) Remain in good standing with the Department of Revenue and the Department of Workforce Development.
- d) Keep an active Bidder Profile with the State of Indiana and the Department of Administration.

2. Term

This contract begins on December 31, 2017 and shall be coterminous with the NASPO ValuePoint Master Agreement, #MA065, executed between the Contractor and the State of Utah, and include all executed option years.

The State shall reserve the right to enact clause 44. Termination for Convenience

3. Consideration

Total consideration for term of this Contract is \$8,000,000.00.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
- H. Any provision modifying the applicable Indiana statute of limitations
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC §4-13-2-20
- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC §5-14-3. This is a Public Contract and will be posted on the State's website pursuant to Executive Order 05-07
- L. Any provision requiring payment in less than 35 days
- M. Any provision providing for automatic renewal
- N. Any provision giving the Form Contract precedence over this Addendum

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/iga/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the

- Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC §5-22-3-7:
1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4-7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State. For clarity, the foregoing covenant shall not apply to (1) transportation operations information such as vehicle routing and mapping information (which information shall be deemed to be Contractor proprietary and confidential information); (2) information on the exterior of a package, including information in plain text or bar code form on shipping labels; (3) package level detail information (as described in the UPS Tariff/Terms and Conditions of Service); (4) information that Contractor rightfully has in its possession when disclosed to it, free of any obligation to the State to maintain its confidentiality; (5) is or becomes known to the public other than by breach of this Contract; (6) is rightfully received by Contractor from a third party; or (7) has been independently developed or acquired by Contractor

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. DELETED BY MUTUAL AGREEMENT OF THE PARTIES
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. DELETED BY MUTUAL AGREEMENT OF THE PARTIES
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and

a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval.

- C. If applicable, the Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations.)

14. Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be

borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, labor strikes or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

DELETED BY MUTUAL AGREEMENT OF THE PARTIES

24. Indemnification

25. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

26. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

27. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

28. Insurance

- A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a

primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

30. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

33. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Hailey Kendall
Vendor Contract Manager
Indiana Department of Administration
402 W. Washington Street, Room W468
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Cindy Chace- Director of Sales
United Parcel Services
316 Pennsylvania SE- Ave 5th Floor
Washington DC, 20003

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this addendum, (2) attachments prepared by the State of Indiana, (3) the participating addendum, (4) documents attached to this contract prepared by the State of Utah, (5) pricing listed on the NASPO ValuePoint website, (6) and documents attached to this contract prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials DELETED BY MUTUAL AGREEMENT OF THE PARTIES

37. Payments

- A. All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

42. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party

to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

- E. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination. A letter from the Commissioner of the Indiana Department of Administration shall be required to participate on future solicitations within the two (2) year time frame.

47. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel

requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

48. Indiana Veteran’s Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran’s Business Enterprise (“IVBE”) participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as “Pay Audit.” IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

49. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

50. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

51. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State’s Boilerplate clauses (as defined in the 2016 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 3. Term
- 34. Order of Precedence
- 35. Ownership of Documents and Materials
- 45. Termination for Default

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

UNITED PARCEL SERVICE, INC.

Indiana Department of Administration

By: *Cindy Chace*
 Title: *Director of Sales*
 Date: *1/18/2018*

By:
 Title:
 Date:

Electronically Approved by: Department of Administration By: Jessica Robertson, Commissioner Refer to <i>Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: Jason D. Dudich, Director Refer to <i>Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: Curtis T. Hill, Jr., Attorney General Refer to <i>Electronic Approval History found after the final page of the Executed Contract for details.</i>

EXHIBIT A: PRICE LIST

This document is an exhibit to the Addendum or “Master Services agreement”, and is deemed to be attached to and incorporated within the Master Services agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

The State elects to utilize the Multiple Carrier option that has Non Money-Back Guarantee pricing under the NASPO Agreement, shown attached within the following exhibits. The most up-to-date pricing is posted on the NASPO website: <http://www.naspovaluepoint.org/#/contract-details/78/contractor/441>.

All participating entities are to look to the NASPO website (main page: <http://www.naspovaluepoint.org/#/contract-details/78/contractors>) for the latest details regarding the Master Contract.

THE REMINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

EXHIBIT B: PERFORMANCE METRICS

This document is an exhibit to the Addendum or “Master Services agreement”, and is deemed to be attached to and incorporated within the Master Services agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Service Level Agreements identified in the contract and this exhibit. The Contractor shall tabulate the actual Service Level Agreements outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet the Performance Standards contained in the Service Level Agreements shown in this exhibit or fails to meet any performance standard of a performance metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate.

If the State elects to request a Corrective Action Plan, the Contractor shall have (5) business days to provide the Corrective Action Plan detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. Upon Corrective Action Plan receipt, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$1,000 from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

Key Performance Indicator (KPI)

A Key Performance Indicator (KPI) is a specific survey submitted to the key stakeholders of the Ordering Agencies. Each Ordering Agency is required to complete the KPI by someone, known as a key stakeholder that utilizes the agreement on a continuous basis and answers the survey on behalf of the Ordering Agency. The intent of the KPI is to obtain real, continuous feedback from Ordering Agencies on the Contractor’s management performance, the Contractor’s overall performance, and other identified factors are substance of the KPI. The Contractor shall then reach out to the key

stakeholders of the Ordering Agency on a quarterly basis to ask the key stakeholder of the Ordering Agency to complete the KPI and return. The key stakeholder of the Ordering Agency shall complete the KPI on behalf of the Ordering Agency, and provide their signed off response to the Contractor. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Account Manager. The KPI should reflect the questions listed in Metrics #8-16.

The performance metrics are as follows:

Metric #1: Report Turnaround

- A. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (2) business days from the date of request.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.
 - Performance Standard: By (2) Business Days
- C. The target: By (1) Business Day

Metric #2: Ad hoc Report Turnaround

- A. Contractor shall ensure compliance on metric regarding the report turnaround is provided by (5) business days from the date of request.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based on the calculation of report turnaround from the completion of reports provided according to number of business days taken to provide.
 - Performance Standard: By (5) Business Days
- C. The target: By (3) Business Day

Metric #3: Problem Resolution Time

- A. Contractor shall ensure compliance on metric regarding percentage resolution time where the customer inquiry resolution time shall be resolved within one interaction with the Contractor's Customer Service Call Center.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from the # of times the using entity calls Customer Service for assistance, subtracting the number of attempts it takes for resolution.

- Performance Standard: 100.0%
- C. The target: 100.0%

Metric #4: Average Speed of Answer

- A. Contractor shall ensure compliance on metric regarding the average number of time a using entity waits before the call is answered by the Customer Service Call Center.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from the time the using entity completes dialing and reaches the Customer Service Call Center language to when the using entity speaks with a live Call Center agent.
- Performance Standard: Less than 16 seconds
- C. The target: Less than 10 seconds

Metric #5: Response to Vendor Manager

- A. Contractor shall ensure compliance on metric regarding the average number of time the Vendor Manager waits before the call, email, or other form of communication is responded to by the Contractor.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from the time the Vendor Manager contacts the Contractor to when the Contractor responds.
- Performance Standard: 1 business day
- C. The target: Less than 1 hour

Metric #5: Response to Ordering Agency

- A. Contractor shall ensure compliance on metric regarding the average number of time the Ordering Agency waits before the call, email, or other form of communication is responded to by the Contractor.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from the time the Ordering Agency contacts the Contractor to when the Contractor responds.
- Performance Standard: 2 business days
- C. The target: 1 business day

Metric #6: Pricing Accuracy

- A. Contractor shall ensure compliance on metric regarding percentage where pricing must be accurate as reflected on the NASPO ValuePoint website.
- B. The Contractor shall monitor and report on a Quarterly basis the metric based from providing a reporting model to reflect invoiced price less the contracted pricing referenced on the NASPO ValuePoint website. Invoice documentation to be provided for validation purposes.
 - Performance Standard: 100.0%
- C. The target: 100.0%

Metric #7: Invoice Correction Turnaround

- A. Contractor shall ensure compliance on metric regarding the invoice correction turnaround is provided (1) Business Day from error identified. Invoices must be accurate. The accuracy of the information provided on the using entity invoice.
- B. The Contractor shall monitor and report on a Quarterly basis the metric to Provide reporting model to reflect using entity notification date of invoice error less the date from Contractor supplying corrected invoice. Before and After Invoice documentation to be provided for validation purposes.
 - Performance Standard: (1) Business Day from error identified
- C. The target: Same Business Day from error identified

Metric #8: Consistent and Reliable Service

- A. The Contractor provides consistent and reliable service. (Answering question: How consistent and reliable is the service the Contractor is providing?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
 - 1=Never Meets Expectations
 - 2=Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #9: Responsiveness

- A. Responsiveness of customer service. (Answering question: How responsive is the Contractor Program service on issues, when applicable?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #10: Professionalism

- A. Professionalism of employees (Answering question: How would you rate the professionalism of the employees at the Contractor and the subcontracted the Contractor partners?)
- B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.
- C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #11: Product Delivery

- A. Product Delivery (Answering question: How would you rate the Contractor agreement product delivery?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #12: Invoice Accuracy

A. Invoice Accuracy (Answering question: How would you rate the Contractor agreement Invoice Accuracy?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #13: Overall Employee Customer Support satisfaction

A. Rating the overall employee customer support satisfaction (Answering question: Overall, are you satisfied with the employees that support the Contractor agreement?)

B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #14: Compared to prior vendors, rate Product Quality

A. Product Quality rating compared to previous contractors (Answering question: Compared to prior vendors, how would you rate the Contractor agreement product quality?)

B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #15: Compared to prior vendors, rate Customer Service

A. Customer Service rating compared to previous contractors (Answering question: Compared to prior vendors, how would you rate the Contractor agreement customer service?)

B. Upon the State’s written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectation
- 3=Sometimes Meets Expectations

- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

C. The target: 100% of returned responses with a minimum rating of 4=Meets Expectations.

Metric #16: Company Recommendation

- A. Recommendation (Answering question: How likely are you to recommend the Contractor agreement to other departments/people you know?)
- B. Upon the State's written request, but no more than once per quarter, the Contractor shall conduct surveys with the Key Agency associates at each Using Agency site; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:
- 1=Never Meets Expectations
 - 2= Rarely Meets Expectation
 - 3=Sometimes Meets Expectations
 - 4=Meets Expectations
 - 5=Sometimes Exceeds Expectations
 - 6=Frequently Exceeds Expectations
 - 7=Always Exceeds Expectations.

The target: 100% of returned responses with a minimum rating of 4=Meets Expectations

EXHIBIT C: DOCUMENTS PREPARED BY THE STATE OF UTAH

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

This exhibit in its entirety includes:

- **NASPO ValuePoint Master Agreement Terms and Conditions**
located at https://s3-us-west-2.amazonaws.com/naspovaluepoint/1476979333_UPS%20Contract.zip
- **State of Utah Solicitation Package**
located at https://s3-us-west-2.amazonaws.com/naspovaluepoint/1476979333_UPS%20Contract.zip
- **UPS - Model PA**
located at https://s3-us-west-2.amazonaws.com/naspovaluepoint/1476924262_UPS%20-%20Model%20PA.docx

For clarity, the inception of the NASPO ValuePoint Master Agreement was November 28, 2016 and the documents attached to the original Master is what is being referenced. Anything dated after November 28, 2016 does not apply to this agreement. Any updates to the links or documents do not immediately update in this agreement. The State of Indiana Master Service Agreement must be amended prior to any changes taking place, excluding changes in price.

EXHIBIT D: DOCUMENTS PREPARED BY THE CONTRACTOR

This document is an exhibit to the Master Services agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services agreement shall be resolved by giving precedence and effect to the Master Services agreement.

This exhibit in its entirety includes:

- **UPS Contract Cover Page**
- **Approved Portions of Contractor's Response to solicitation**

The documents should be made available at this link: https://s3-us-west-2.amazonaws.com/naspovaluepoint/1476979333_UPS%20Contract.zip.

For clarity, the inception of the NASPO ValuePoint Master Agreement was November 28, 2016 and the documents attached to the original Master is what is being referenced. Anything dated after November 28, 2016 does not apply to this agreement. Any updates to the link or documents do not immediately update in this agreement. The State of Indiana Master Service Agreement must be amended prior to any changes taking place, excluding changes in price.

Electronic Approval History

	User ID	Approver Name	Datetime	Description
1	M292915	Kent,Matthew	01/30/2018 9:03:06AM	Agency Fiscal Approval
2	M240207	Lawson,Megan Kathleen	02/01/2018 9:57:02AM	IDOA Procurement Approval
3	O277119	Egunyomi,Olusola	02/07/2018 11:34:22AM	SBA Approval
4	O277119	Egunyomi,Olusola	02/08/2018 9:06:46AM	SBA Approval
5	M338811	Skarbeck,Molly H	02/08/2018 9:37:48AM	Attorney General Approval
6	S210690	Gard,Susan W	02/08/2018 10:30:41AM	Attorney General Approval