

SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

Master Agreement #: MA065

Contractor: **UPS**

Participating Entity: **COMMONWEALTH OF VIRGINIA**

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

- *Memorandum of Understanding: Strategic National Stockpile*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Small Package Delivery Services** led by the State of Utah for use by state agencies and other entities located in the Participating Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the Commonwealth of Virginia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cindy Chace, Director of Sales – Government Section
Address:	316 Pennsylvania Ave, SE, 5 th Floor, Washington, DC 20003
Telephone:	954-465-3513
Fax:	
Email:	cchace@ups.com

Participating Entity

Name:	Monique Curley, VCO, VCA – Statewide Strategic Sourcing Officer
Address:	1111 E. Broad Street, Richmond, VA 23219
Telephone:	804-786-5412
Fax:	804-786-5712
Email:	Monique.curley@dgs.virginia.gov

SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

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

4.1. VIRGINIA PUBLIC PROCUREMENT ACT

The Virginia Public Procurement Act ("VPPA", §2.2-4300 et seq. of the Code of Virginia), including Article 6 (Ethics in Public Contracting), shall apply to any Addendum entered into between the Contractor and a Virginia public entity under the Master Agreement.

4.2. VENDORS MANUAL

This Addendum is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this Addendum in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

4.3. APPLICABLE LAWS AND COURTS

This Addendum shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the order of the Agreement or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

4.4. ANTI-DISCRIMINATION

The Contractor certifies that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act* (VPPA). If the Addendum is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Addendum on the basis of the recipient's religion, religious belief, refusal



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).

In every Addendum over \$10,000 the provisions in A. and B. below apply:

- A. During the performance of this Addendum, the Contractor agrees as follows:
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The Contractor will include the provisions of A. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4.5. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that they have not engaged in collusion or fraud in relation to any aspect of this Addendum, or its Master Agreement with the lead state or other entity that conducted the procurement upon which this Addendum is based, and that it has not offered or received any kickbacks or inducements from any other bidder, offeror, supplier, manufacturer or subcontractor in connection with this Addendum or procurement. The Contractor also certifies it has not conferred on any public employee having responsibility for this Addendum any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4.6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Addendum with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the



SMALL PACKAGE DELIVERY SERVICES 2016-2021
Lead by the State of Utah

Addendum for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4.7. DEBARMENT STATUS

By participating in this Addendum, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the Master Agreement or Addendum. The Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia. If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

4.8. ANTITRUST

By entering into an Addendum, the Contractor affirms that nothing in this Participating Addendum limits the rights, title, or interest in or to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the antitrust laws of the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Addendum.

4.9. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All services provided under this Addendum, that are to be paid for with public funds, shall be billed by the Contractor at the Master Agreement price, regardless of which public entity is being billed.
4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
5. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a

**SMALL PACKAGE DELIVERY SERVICES 2016-2021**

Lead by the State of Utah

determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the Contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. Within seven (7) days of the Contractor's receipt of payment from the Commonwealth, a Contractor under this Addendum is hereby obligated:
 - (a) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under this Addendum; or
 - (b) To notify the Commonwealth and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the subcontractor(s) interest at the rate specified in the subcontract or applicable law on all amounts owed by the Contractor that remain unpaid to the subcontractor more than seven days past the due date specified in the subcontract or applicable law, except for any amounts withheld as stated in (1)(b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the Addendum. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

4.10. PRECEDENCE OF TERMS

This Participating Addendum modifies or supplements, and therefore takes precedence over, the Master Agreement. In case of any inconsistency between parts of this Participating Addendum, the following Terms and Conditions shall apply in all instances: *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *PAYMENT*, *PRECEDENCE OF TERMS*, *AVAILABILITY OF FUNDS*, and *COMMONWEALTH OF VIRGINIA DISCLAIMERS*.

4.11. QUALIFICATIONS OF CONTRACTORS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to the Commonwealth all such non-privileged information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect the Contractor's physical facilities upon reasonable advance written notice to satisfy questions regarding the Contractor's capabilities. The



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

Commonwealth further reserves the right to take any actions in contract or in law, if the evidence submitted by, or investigations of, such Contractor fails to satisfy the Commonwealth that such Contractor is properly qualified to carry out the obligations of the Addendum and to provide the services and/or furnish the goods contemplated therein. Nothing in this Section 4.11 shall obligate Contractor to violate any privacy law or any contract term with any other party.

4.12. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the specifications, provided that such testing or inspection is conducted at a time that Contractor reasonably confirms will not result in disruption to its performance of services for other customers.

4.13. ASSIGNMENT OF ADDENDUM

The Addendum shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

4.14. CHANGES TO THE ADDENDUM

Changes can be made to the Addendum in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the Addendum. Any additional goods or services to be provided shall be of a sort that is ancillary to the Master Agreement goods or services, or within the same broad product or service categories as were included in the Master Agreement award. Any increase or decrease in the price resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Addendum.
- B. The Purchasing Entity may order changes within the general scope of the Addendum at any time by written notice to the Contractor. Changes within the scope of the Addendum include, but are not limited to, things such as the level of services to be performed and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the Purchasing Entity of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Entity's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Entity decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Entity a credit for any savings. Said compensation shall be determined by mutual agreement between the parties in writing.



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

4.15. DEFAULT

In case of failure to deliver goods or services in accordance with the Master Agreement or Addendum terms and conditions, the Commonwealth, after due written notice and after providing Contractor with 14 calendar days to cure or reasonably dispute such failure, may terminate its performance under this Addendum. This remedy shall be in addition to any other remedies which the Commonwealth may have.

4.16. INSURANCE

The Contractor certifies that it will have the following insurance coverage at the time the Addendum is executed. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Contractor further certifies that the Contractor and any subcontractors will maintain these insurance coverage during the entire term of the Addendum and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

- A. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Addendum shall be in noncompliance with the Addendum.
- B. Employer's Liability - \$100,000.
- C. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- D. Automobile Liability - \$1,000,000 combined single limit. Contractor must assure that the required coverage is maintained by the Contractor (or third-party owner of such motor vehicle).

4.17. DRUG-FREE WORKPLACE

During the performance of this Addendum, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

(iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Addendum.

4.18. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in this Addendum because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Addendum is not in its best interest. If the Addendum is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Addendum objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

4.19. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the Commonwealth shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this Addendum.

4.20. PRICE CURRENCY

All prices shall be in US dollars.

4.21. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into an Addendum with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Addendum. A public body may void any Addendum with a business entity if the business entity fails to remain in compliance with the provisions of this section.



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

4.22. SUBCONTRACTORS

All Contractors, dealers, and resellers authorized in the Commonwealth of Virginia, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

4.23. ORDERS

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

4.24. EXCLUSIVITY OF TERMS AND CONDITIONS

No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. Any documents signed by persons other than the Director, Division of Purchases & Supply or his/her authorized designee as identified herein shall have no validity or effect upon the Addendum.

4.25. LOBBYING AND INTEGRITY

The Contractor is cautioned that communications with individuals other than the DPS Contract Manager may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the Commonwealth, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any Commonwealth of Virginia officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state or public officer or employee.

Upon request of the Commonwealth, the Contractor shall provide any type of public or non-confidential information the Commonwealth deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

4.26. E-VERIFY PROGRAM

Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in

SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

4.27. DELIVERY TO CORRECTIONAL INSTITUTIONS

The Contractor shall comply with all commercially reasonable instructions and requests made by Commonwealth employees at Department of Corrections locations and under normal conditions the Commonwealth will not obligate Contractor to enter any perimeter that would inhibit prompt delivery, pick-up, and departure. Contractor will comply with applicable laws and regulations at all times on all Commonwealth property and will be responsible for adherence to the following guidelines as they pertain to delivering goods to correctional institutions, especially if the delivery location is within the secured perimeter.

- A. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering agency, which may reach beyond the scope of this Addendum.
- B. The Contractor shall maintain proper security and control over all personnel, equipment, tools and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays there from.
- C. There shall be no verbal discussion or physical contact between a Contractor's employees and inmates.
- D. Anyone bringing any inmate any item such as weapons, tools, food, drink, clothing, cigarette, matches, correspondence, printed or electronic media or assisting inmates to escape, is in violation of State Law and will result in prosecution.
- E. No weapon, alcohol, drugs or medication of any type is allowed on State property.
- F. Keys shall be removed from all vehicles and other mobile equipment at all times when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- G. Any tools, especially any type of cutting tool, if left unattended will be confiscated.
- H. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief or his designee, at the point of entrance to the Institution.
- I. All persons entering the prison complex are subject to being searched.
- J. Contractors and their representatives are limited to movement to and from and within the immediate area of their work.
- K. An institutional employee may be designated as liaison person between the Contractor and Institution. Unless otherwise stated, this person will be the Department Superintendent for whom the Contractor is performing the service.
- L. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
- M. All Contractor's employees shall have a valid identification with photograph at all times for identification that is acceptable to the Institution. A valid DMV driver's



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

license is acceptable. No persons will be permitted to enter the Institution without valid identification.

The Agency reserves the right to refuse entrance to anyone who appears, in the Agency's sole judgment, to be under the influence of drugs or alcohol or otherwise is impaired.

4.28. COMMONWEALTH OF VIRGINIA FEES AND REPORTS

A. eVA Contract Transaction Fee and Quarterly Report of Sales: In lieu of eVA Purchase Order Transaction Fees the Contractor shall pay an eVA Contract Transaction Fee equal to one percent (1%) of the Contractor's invoiced sales, paid quarterly. Invoiced sales shall include, but are not limited to, all express, ground, and international shipments, as well as accessorial fees. Each quarterly eVA Contract Transaction Fee payment shall be submitted to the Commonwealth's eVA Business Manager within 30 days after the end of the quarter and shall be substantiated by an itemized report of the invoiced sales used to calculate the eVA Contract Transaction Fee payment for that quarter. The report shall be provided in an electronic Excel format and shall include the following itemized data:

- Shipper Name (i.e., state agency or other public body)
- Shipper Number
- Shipper Zone
- Deliver to Zone
- Order Number
- Date
- Container Type
- Weight
- Service Type
- Quantity
- Undiscounted price
- % Discount
- Discounted price
- Accessorial Service Type
- Accessorial Fee
- eVA Contract Transaction Fee
- Invoice Number
- Invoice Date

The report must also include the sum of the discounted price, sum of quantities, sum of the accessorial fees, sum of weights, and sum of the eVA Contract Transaction Fees for the quarter.

SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

Contractor must report the quarterly dollar value in U.S. dollars and round to the nearest whole dollar of all invoiced sales under the Contract by calendar quarter; i.e., January through March, April through June, July through September, and October through December. The dollar value of an invoiced sale is the price paid by the Authorized User for goods and services on a contract order as recorded by the Contractor.

- B. The Contractor shall:
1. Meet or conference call at least quarterly with the Commonwealth to review performance, usage under the Addendum, and discuss opportunities for improvements.
 2. Provide all documentation necessary for any performance audit(s), as requested by the Commonwealth.
 3. Notify the Commonwealth, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

4.29. CONTENT OF MASTER AGREEMENT #MA065; FEDERAL LAW

This Participating Addendum allows for the Commonwealth of Virginia to be a Participating Entity with respect to Master Agreement #MA065 entered into between the Contractor and the State of Utah on October 6, 2016, and subsequently amended (the "Master Agreement"). The Participating Entity and the Contractor agree that a true and correct copy of the Master Agreement, including any amendments through the date of this Participating Addendum, is set forth in Exhibit 1 to this Participating Addendum. If any amendments are made to the Master Agreement after the date of this Participating Addendum, Contractor shall promptly provide a copy of the amendment to the Participating Entity's primary contact. Although this Participating Addendum modifies and supplements the Master Agreement, Contractor shall not be required to provide a service under this Participating Addendum if doing so would place the Contractor in violation of any applicable federal law.

4.30. Notwithstanding any other effective date contained in this agreement, the rates established under this agreement will be effective no later than two weeks after the date Contractor receives a fully executed contract with all required approvals from the State or as of the effective date, whichever is later.

4.31. In the interest of reducing the risk of fraud and unauthorized re-selling of Contractor services, nothing in this Addendum shall obligate Contractor to provide services to any organization or entity other than the Commonwealth of Virginia and its State and local government agencies and instrumentalities, and nothing in this Addendum shall obligate Contractor to provide transportation services unless such transportation originates within or is destined for the Commonwealth of Virginia.

**SMALL PACKAGE DELIVERY SERVICES 2016-2021**Lead by the State of Utah

4.32. COMMONWEALTH OF VIRGINIA DISCLAIMERS

Notwithstanding anything to the contrary in the Master Agreement or in this Participating Addendum, provisions purporting to require the following cannot be accepted and shall have no effect on the Commonwealth of Virginia's Purchasing Entities or on the Participating Entity (collectively referred to in this Section 4.33 as the "Commonwealth"):

- (a) Requiring the Commonwealth to violate the Virginia Public Procurement Act, the Virginia Freedom Of Information Act, or any other Virginia law or regulation;
- (b) Binding the Commonwealth to any arbitration process or decision;
- (c) Allowing contractual claims to be pursued against the Commonwealth by any means other than as specified in § 2.2-4363 of the Virginia Public Procurement Act;
- (d) Requiring the Commonwealth to pay liquidated damages, penalties, costs of collection or attorney's fees;
- (e) Requiring the Commonwealth to defend, indemnify, or hold the Contractor or any other person or individual harmless for claims asserted by third parties; or
- (f) Making anyone other than the applicable Purchasing Entity liable for actions or omissions of the Purchasing Entity, including without limitation, making the Participating Entity or the Participating Entity's officers, agents, or employees liable in connection with orders placed by Purchasing Entities.

4.33. UPS DOCUMENTS

The "UPS Tariff/Terms & Conditions of Service" and "UPS Rate and Service Guide" as set forth in the Master Agreement shall remain part of the Master Agreement with respect to all package delivery services under this Participating Addendum to the extent that they do not conflict with the Participating Addendum or applicable law.

4.34. INTEGRATION

This is the complete and final expression of the Participating Addendum agreement between the Contractor and the Commonwealth of Virginia. This Participating Addendum can be modified only by written agreement signed by authorized representatives of the Contractor and the Commonwealth of Virginia Department of General Services' Division of Purchases and Supply.

4.35. DEFINITION OF "SUBCONTRACTOR" AND "VENDOR"


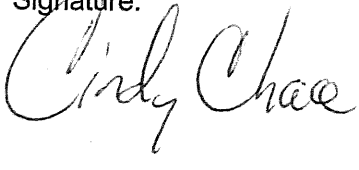
No party shall constitute a "subcontractor" or "vendor" under this Participating Addendum unless (a) Contractor has hired that party to perform services specifically for the Commonwealth of Virginia arising under this Participating Addendum; and (b) both parties agree in writing (by email or written memorandum of understanding) that said party shall constitute a "subcontractor" or "vendor" under this Participating Addendum. No agreement shall constitute a "subcontract" under this Participating Addendum unless such agreement is between Contractor and a "subcontractor" or "vendor" as defined by this paragraph.



SMALL PACKAGE DELIVERY SERVICES 2016-2021

Lead by the State of Utah

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

Participating Entity: Commonwealth of Virginia	Contractor: UPS
Signature: 	Signature: 
Name: Monique Curley	Name: Cindy Chace
Title: Statewide Sourcing Contract Officer	Title: Director of Sales
Date: 4/24/18	Date: 4.23.2018

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@naspovaluepoint.org

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