



**State of New Mexico
General Services Department**

Statewide Price Agreement Cover Page

Awarded Vendor
000013571
United Parcel Service Inc
55 Glenlake Pkwy NE
Atlanta, GA 30328

Telephone No. 602-758-8654

Price Agreement Number: **80-000-18-00053**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.

Procurement Specialist: **Savannah Quintana**

Telephone No.: **505-827-0483**

Email: **Savannah.Quintana@state.nm.us**

Invoice:
As Requested

Title: Small Package Delivery Services

Term: February 18, 2019 – November 27, 2021

This Price Agreement is made subject to the “terms and conditions” shown on the reverse side of this page, and as indicated in this Price Agreement.



**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

Master Agreement #: MA065

Contractor: **UPS**

Participating Entity: **STATE OF NEW MEXICO**

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 State [or State 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 institution, political subdivisions and other entities authorized to use statewide contracts in the State of *New Mexico*. 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:	UPS
Address:	316 Pennsylvania Ave, SE Ste 300 Washington, DC 20003
Telephone:	602-758-8654
Fax:	
Email:	fmatteo@ups.com

Participating Entity

Name:	Anna Silva
Address:	1100 Saint Francis Dr. Room 2016 Santa Fe, NM 87505
Telephone:	(505) 827-0483
Fax:	
Email:	Anna.Silva2@state.nm.us



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**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.

Taxes

The Contractor shall be reimbursed by the Procuring Agency for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE STATE.** The payment of taxes for any money received under this Participating Addendum shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the Procuring Agency harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage.

Reserved.

E. Performance Bond.

Reserved.

Term.

THIS PARTICIPATING ADDENDUM SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE AGENCY OR THE STATE PURCHASING AGENT, IF REQUIRED. This Participating Addendum shall begin on date approved by the agency or the State Purchasing Agent, if the State Purchasing Agent has signed this Participating Addendum, and end on November 27, 2021. The agency reserves the right to renew the contract on an annual basis by mutual agreement not exceed a total of 8 years in accordance with NMSA 1978 §13-1-150.

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Termination

- A. Grounds. The Procuring Agency or the Contractor may terminate this Participating Addendum for convenience or cause.
- B. Notice; Procuring Agency Opportunity to Cure.
1. The terminating party shall provide written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. If either party cites a breach as its basis for termination, its 30-day termination notice shall (i) identify all the other party's material breaches of this Participating Addendum upon which the termination is based and (ii) state what the other party must do to cure such material breaches. If the terminating party deems the alleged breaches to be uncured after 30 days and documents its concerns to the other party in writing, it may effectuate immediate termination upon the other party receiving such written notice.
 3. Notwithstanding the foregoing, this Participating Addendum may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Agency; (ii) if, during the term of this Participating Addendum, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Participating Addendum is terminated pursuant to the Appropriations Clause of this Participating Addendum.
- C. Liability. Except as otherwise expressly allowed or provided under this Participating Addendum, the Procuring Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Participating Addendum. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PARTICIPATING ADDENDUM.

Appropriations.

The terms of this Participating Addendum are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Participating Addendum. If sufficient appropriations and authorization are not made by the Legislature, this Participating Addendum shall terminate immediately upon written notice being given by the Procuring Agency to the Contractor. The Procuring Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Agency proposes an amendment to the Participating Addendum to unilaterally reduce funding, or if the Contractor reasonably believes that sufficient funds are not available to cover the cost of Contractor's day-to-day services, the Contractor shall have the option to suspend or terminate the Participating Addendum immediately upon written notice.

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Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional or general services for the Procuring Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Participating Addendum. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that, to the best of its knowledge, it currently has no interest and, during the term of this Participating Addendum, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Participating Addendum.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Participating Addendum, will continue to comply with, and that this Participating Addendum complies with all applicable provisions of the **Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978**. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with **NMSA 1978, § 10-16-4.3**, to the best of its knowledge, the Contractor does not employ, has not employed, and does not intend to employ during the term of this Participating Addendum any Procuring Agency employee while such employee was or is employed by the Procuring Agency and participating directly or indirectly in the Procuring Agency's contracting process;

2) this Participating Addendum complies with **NMSA 1978, § 10-16-7(A)** because (i) the Contractor is not a public officer or employee of the State; (ii) the Contractor is not a member of the family of a public officer or employee of the State; or (iii) if the Contractor is a public officer or employee of the State, a member of the family of a public officer or employee of the State, or a business in which a public officer or employee of the State or the family of a public officer or employee of the State has a substantial interest, public notice was given as required by **NMSA 1978, § 10-16-7(A)** and this Participating Addendum was awarded pursuant to a competitive process;

3) in accordance with **NMSA 1978, § 10-16-8(A)**, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the State within the preceding year and whose official act directly resulted in this Participating Addendum and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the State whose official act, while in State employment, directly resulted in the Procuring Agency's making this Participating Addendum;

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4) this Participating Addendum complies with **NMSA 1978, § 10-16-9(A)** because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) to the best of its knowledge, the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Participating Addendum is not a sole source or small purchase contract, and this Participating Addendum was awarded in accordance with the provisions of the Procurement Code, provided, however, that the State acknowledges and agrees that Contractor is a publicly traded corporation and has no reasonable means to determine which citizens or residents of the State may own shares of contractor stock;

5) in accordance with **NMSA 1978, § 10-16-13**, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Participating Addendum or any procurement related to this Participating Addendum; and

6) in accordance with **NMSA 1978, § 10-16-3 and § 10-16-13.3**, the Contractor has not contributed, and during the term of this Participating Addendum shall not contribute, anything of value to a public officer or employee of the Procuring Agency.

C. Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Procuring Agency relied when this Participating Addendum was entered into by the parties. Contractor shall provide immediate written notice to the Procuring Agency if, at any time during the term of this Participating Addendum, Contractor learns that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in paragraphs A and B of this Clause were erroneous on the effective date of this Participating Addendum or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Procuring Agency and notwithstanding anything in the Participating Addendum to the contrary, the Procuring Agency may immediately terminate the Participating Addendum.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Participating Addendum.

Amendment.

A. This Participating Addendum shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Procuring Agency proposes an amendment to the Participating Addendum to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Participating Addendum, pursuant to the termination provisions as set forth in the Terminations Clause of this Participating Addendum, or to agree to the reduced funding.

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Merger.

This Participating Addendum incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Participating Addendum. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Participating Addendum, provided, however, that Contractors Tariff Terms & Conditions in effect at the time of shipping shall govern any matters not expressly contemplated in this Participating Addendum or the NASPO Master Agreement.

Penalties for violation of law.

The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Participating Addendum. If Contractor is found not to be in compliance with these requirements during the life of this Participating Addendum, Contractor agrees to take appropriate steps to correct these deficiencies.

Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Participating Addendum may be terminated by the Procuring Agency.

Applicable Law.

The laws of the State of New Mexico shall govern this Participating Addendum, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Participating Addendum, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Participating Addendum.

Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Participating Addendum's term and effect and retain them in a manner consistent with Contractor's Global Record Retention schedule, which Contractor affirms complies with all applicable state and federal laws for a period. Upon



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reasonable advance written notice, the records shall be subject to inspection by the Procuring Agency, the Department of Finance and Administration and the State Auditor. The Procuring Agency shall have the right to audit billings both before and after payment. Payment under this Participating Addendum shall not foreclose the right of the Procuring Agency to recover excessive or illegal payments. Nothing in this paragraph shall obligate Contractor to violate any privacy laws, nor shall it obligate contractor to violate any contract terms with any other party.

Invalid Term or Condition.

If any term or condition of this Participating Addendum shall be held invalid or unenforceable, the remainder of this Participating Addendum shall not be affected and shall be valid and enforceable.

Enforcement of Participating Addendum

A party's failure to require strict performance of any provision of this Participating Addendum shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Participating Addendum shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

Non-Collusion

In signing this Participating Addendum, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or agency or entity.

Notices.

Any notice required to be given to either party by this Participating Addendum shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Procuring Agency:

Anna Silva, State Purchasing Agent
State Purchasing Division
1100 St. Francis Dr., Room 2016
Santa Fe, NM87505

To the Contractor:

Florence Matteo
316 Pennsylvania Ave, SE Ste 300
Washington, DC 20003
fmatteo@ups.com

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Succession

This Participating Addendum shall extend to and be binding upon the successors and assigns of the parties.

Headings

Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Participating Addendum. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Participating Addendum unless otherwise expressly stated.

Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Procuring Agency and the State of New Mexico may terminate the agreement with the option to procure the goods or Services from another source. In the event of Default and/or Breach, neither the Contractor nor the Procuring Agency may be held responsible for any resulting excess costs (other than sums owed for services lawfully performed by Contractor), including but not limited to, direct damages, indirect damages, consequential damages, special damages. The Procuring Agency and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Participating Addendum, Contractor certifies, by signing this Participating Addendum, to have in place, and agree to maintain for the term of the Participating Addendum, a health insurance program for those employees that complies with all applicable collective bargaining agreements and/or applicable federal laws.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state upon reasonable written notice.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenwnewmexico.state.nm.us/>.

THE FOLLOWING CLAUSES ARE ADDITIONAL CLAUSES THAT MAY BE ADDED AS NEEDED. IF NOT INCORPORATED INTO THE PARTICIPATING ADDENDUM THEY SHOULD BE MARKED "RESERVED." (These Clauses appear in no particular order.)

Indemnification.

The Contractor shall defend, indemnify and hold harmless the Procuring Agency and the State of New Mexico from all actions, proceeding, claims, demands, costs, damages, attorneys' fees

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and all other liabilities and expenses of any kind from any source which may arise out of Contractor's negligence or violation of law.

Default and Force Majeure.

The State reserves the right to discontinue the ordering of services under this Participating Addendum without further cost to the State (except for such sums already lawfully due and payable to Contractor), if the Contractor fails to meet the provisions of this Participating Addendum. In accordance with Contractor's Tariff Terms and Conditions of Service, the Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above. The rights and remedies of the State provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Participating Addendum.

Assignment.

The Contractor shall not assign or transfer any interest in this Participating Addendum or assign any claims for money due or to become due under this Participating Addendum without the prior written approval of the Procuring Agency.

Inspection of Plant.

The State Purchasing Agent or agency or entity that is a party to this Participating Addendum may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this Participating Addendum. The State Purchasing Agent shall make all reasonable efforts to prevent inspection activities from disrupting package sortation and delivery operations, so as to insure that inspection activities do not materially slow service for the State or for other customers.

Commercial Warranty.

The Contractor agrees that the State will enjoy all warranties set forth in Contractor's Rate & Service Guide in effect at the time of shipping.

Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Procuring Agency, its officers and employees, and the State of New Mexico from all billing claims arising from or under this Agreement.

Confidentiality.

Any Confidential Information provided to the Contractor by the Procuring Agency or, developed by the Contractor based on information provided by the Procuring Agency in the performance of this Participating Addendum shall be kept confidential and shall not be made available to any other individual or organization by the Contractor without the prior written approval of the



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Procuring Agency, provided, however, that package-level detail information of a nature routinely appearing on the exterior of a package shall in no event be deemed Confidential Information for purposes of this Participating Addendum. Upon termination of this Participating Addendum, Contractor shall delete or destroy all Confidential Information in accordance with its Global Records Retention Schedule.

Precedence.

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any agency response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Participating Addendum in reverse chronological order; (2) the Participating Addendum, including the scope of work and all terms and conditions thereof; (3) the NASPO Master Agreement; (4) the request for proposals, including attachments thereto and written responses to questions and written clarifications;

The order of precedence of written instruments governing the services contemplated in this Participating Addendum shall be:

- 1) The amendments to the Participating Addendum in reverse chronological order
- 2) This Participating Addendum
- 3) The NASPO Master Agreement
- 4) UPS Rate and Service Guide in effect at the time of shipping

UPS certifies that it will have its carrier service guide ("UPS Rate and Service Guide") established and in effect at the time of the Participating Addendum award. The most current UPS Rate and Service Guide can be located at: www.ups.com. With the exception of pricing, the terms of such USP Rate and Service Guide will apply to the services provided under the Participating Addendum and is incorporated herein by reference. In the event of conflict, the terms of the Master Agreement and/or the Participating Addendum will supersede these terms to the extent of the conflict as set forth above. THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE PARTIES' TO THIS PARTICIPATING ADDENDUM OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS PARTICIPATING ADDENDUM.

Insurance.

If the services contemplated under this Participating Addendum will be performed on or in State facilities or property, Contractor shall maintain in force during the entire term of this Participating Addendum, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Participating Addendum as additional insured.



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- A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: \$100,000.
 - B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this Participating Addendum). Limits shall not be less than the following:
 - a. Bodily injury: \$1,000,000 per person /\$1,000,000 per occurrence.
 - b. Property damage or combined single limit coverage: \$1,000,000.
 - c. Automobile liability (including non-owned automobile coverage): \$1,000,000.
 - d. Umbrella: \$1,000,000.
 - C. Contractor shall maintain the above insurance for the term of this Participating Addendum and name

the State of New Mexico, General Services Department or other party to this Participating Addendum as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

Arbitration.

Any controversy or claim arising between the parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq.*

New Mexico Administration Reporting and Fees

All contracts and Purchase Orders arising out of this Participating Addendum shall be deemed to include an Administrative Fee assessment at the rate of **percent (1.00 %)** for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "**Net total transportation sales**". The State understands and agrees that Contractor will raise the NASPO Master Price Agreement prices by this amount.

For reporting purposes: list payments received for the issued invoice during the applicable quarter by state agency, local public body and invoice number. The Quarters are as follows.

<u>Quarter:</u>	<u>Period End:</u>	<u>Report Due:</u>
First	September 30	October 31
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31



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Even if contractor experiences zero sales during the quarter, a report is still required. This will also apply if the contract starts partial within a Quarter. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

Payment shall be made by check payable to the "State Purchasing Division." This contract number **80-000-18-00053** must be included on all payments and Quarterly Sales Reports.

Remit Checks to:

State Purchasing Division
1100 St. Francis Drive, Room 2016
PO Box 6850
Santa Fe, NM 87505
Attn: Compliance Officer

Sample Reports can be found at:

<http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendor>
s

Email completed reports to: GSD.QuarterlyUsageR@state.nm.us

For questions regarding the Administrative Fees and Quarterly Sales Reports contact the Compliance Officer at (505) 827-0472.

5. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or 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.

Limits on Use

Only state State of New Mexico, its agencies, local public bodies, and municipalities may use this Participating Addendum and its accompanying incentive pricing to obtain transportation services from Contractor, and only for package deliveries originating in or destined for, locations within the State of New Mexico. No party may resell Contractor's services without a separate Reselling Agreement signed by Contractor.

Effective Date of Pricing

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.



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

Participating Entity: State of New Mexico	Contractor: UPS
Signature: 	Signature: 
Name: Anna Silva	Name: Florence Matteo
Title: State Purchasing Agent	Title: Director of Enterprise Accounts
Date: 1/28/19	Date: Effective Date: 2/18/2019

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.]***