



**SMALL PACKAGE DELIVERY  
SERVICES 2016-2021**

Lead by the State of Utah

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Master Agreement #: MA065

Contractor: **UPS**

Participating Entity: **STATE OF ALABAMA**

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

The following products or services are not included in this agreement:

- *Product modifications.*
- *Installation services.*

**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 Alabama. 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:	Cassie Dyer, UPS Enterprise Accounts
Address:	55 Glenlake Parkway, NE , Atlanta, GA 30328
Telephone:	(404) 828 – 3920 or (800) 877 - 1497
Fax:	
Email:	<a href="mailto:CassieDyer@ups.com">CassieDyer@ups.com</a> or <a href="mailto:Alabama@UPS.COM">Alabama@UPS.COM</a>



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Participating Entity

Name:	Pat Antle
Address:	100 N. Union St., Suite 192 Montgomery, AL 36130
Telephone:	334-242-7253
Fax:	334-242-4419
Email:	Pat.antle@purchasing.alabama.gov

**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. See attached special terms and conditions.

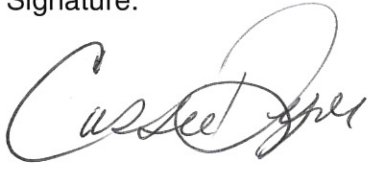
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alabama as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. 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.
7. Rates: The current NASPO Multiple Carrier MBG rate chart is applicable to the services provided under this agreement increased by one percent (1%) to account for the administrative fee set forth in Attachment A attached hereto and incorporated by reference.



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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: State of Alabama	Contractor: United Parcel Service
Signature: 	Signature: 
Name: Michael A. Jones	Name: Cassie Dyer
Title: State Purchasing Director	Title: Director, Enterprise Accounts – State Gov't.
Date: 3/26/19	Date: March 26, 2019

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

For questions on executing a participating addendum, please contact:

**NASPO ValuePoint**

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

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

**ATTACHMENT A**  
**PARTICIPATING ADDENDUM**

**For: The State of Alabama**  
**Under the NASPO ValuePoint Master Agreement**

**Administrative Fee:**

Contract vendors are required to pay the State an administrative fee for all sales paid under this contract. This fee will be ONE percent (1.0%) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter on or before the 30th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter on or before the 30th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to [telecom.admin@oit.alabama.gov](mailto:telecom.admin@oit.alabama.gov). A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 30<sup>th</sup>

January, February, March – Due by April 30<sup>th</sup>

April, May, June – Due by July 30<sup>th</sup>

July, August, September – Due by October 30<sup>th</sup>

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance  
Division of Accounting and Administration  
PO Box 300658  
Montgomery, Alabama 36130-0658

## **SPECIAL TERMS AND CONDITIONS**

### **Purpose:**

The State of Alabama desires to adjoin for Small Package Delivery Services Master Agreement # MA065.

### **Mandatory Source:**

State agencies are not required to use this contract. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

### **Choice of Law, Venue:**

This contract will be governed by the laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

### **Not to Constitute a Debt to the State:**

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

### **Contract Length:**

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the Small Package Delivery Services Master Agreement # MA065 nor shall it exceed five (5) years whichever comes first.

### **Vendor Subscription:**

Contract vendors must maintain a Vendor Self Service (VSS) profile and be actively subscribed and remain active with State Purchasing for the life of the contract. Subscriptions may be completed by following the "Pay Subscription Fee" link at <https://procurement.staars.alabama.gov> or follow the Vendor Self Service link at [www.purchasing.alabama.gov](http://www.purchasing.alabama.gov).

### **Alabama Immigration Law:**

Contract vendor must comply with the requirements of the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Act 2011-535) and as amended by Act 2012-491. See page 4 of Attachment A.

### **Disclosure Statement:**

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by

competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

**Late Payments:**

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office. The States terms are net 30 days. Payment terms for payment by credit card or purchasing card are net 7 days with 0% late payment fee.

**Non-appropriation of funds:**

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment, which includes payments incurred for Services that contract vendor/contractor provides in accordance with this Participating Addendum. In the event that the State discontinues payment to Contractor, and Contractor does not receive reasonably prompt payment for services rendered, Contractor shall have the right to suspend service under this Participating Addendum until such time as the State settles its account with Contractor.

**Proration:**

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

**Additional Documents:**

Vendors will not require users of this contract, to include state agencies, local city and county governments, public schools and public universities, and libraries, to sign any documents to receive service and/or equipment. UPS technologies and technology programs are provided under separate terms and conditions than the UPS Service Guide and Tariff. To the extent a user of this contract makes use of these services separate terms and conditions identified in the UPS Tariff Section 10 may apply.

**Applicability of 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.

**Limits on Use of Services Under this Participating Addendum:**

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 State of Alabama, state government agencies of the State of Alabama, or subordinate 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 State of Alabama.

**Alternative Dispute Resolution:**

The parties acknowledge that the State of Alabama enjoys sovereign immunity and is not subject to litigation. Therefore, in the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

**No Indemnification:**

The parties acknowledge that the State of Alabama cannot legally enter into indemnification or hold harmless agreements.

**Order of Precedence:**

In the event of any conflict, discrepancy, error, or omission between this Participating Addendum and any other document governing the conduct of the parties to this agreement, the parties acknowledge and agree that this Participating Addendum takes precedence and controls, provided, however, that nothing in this section shall limit the applicability of the UPS Tariff Terms & Conditions or UPS Rate & Service Guide to matters not otherwise governed by this Participating Addendum or the NASPO Agreement.