

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES 2016-2021**

Lead by the State of Utah

Master Agreement #: MA065

Contractor: **UPS**

Participating Entity: **STATE OF GEORGIA**

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

- *All services listed on the Contractor page of the NASPO ValuePoint website.*
- *Rates: NASPO Multi MBG*

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 of Georgia 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 *Georgia*. 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: | George Rea, Director of Enterprise Accounts UPS |
| Address: | 12380 Morris Rd Alpharetta, Ga 30005 |
| Telephone: | 678/270/8735 |
| Fax: | |
| Email: | grea@ups.com |

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Participating Entity

| | |
|------------|---|
| Name: | State of Georgia Department of Administrative Services |
| Address: | 200 Piedmont Avenue, S.E. Suite 1804, West Tower Atlanta, Georgia 30334 |
| Telephone: | 404/463/1547 |
| Fax: | |
| Email: | Ezeomo.Akhirome@doas.ga.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.

- A. Paragraph 15 of the Master Agreement, entitled Laws and Regulations, is modified only as applicable to this Participating Addendum by adding hereto the following:

Contractor, its employees, agents, and subcontractors shall comply with all applicable international, federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Participating Addendum, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Participating Addendum. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Participating Addendum. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85. In interpreting Contractor's compliance with this provision, the parties agree that O.C.G.A. §50-5-85 shall not be construed to impose obligations or limitations beyond those in applicable federal law and regulations, including 15 C.F.R.

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Part 760, on the Contractor, or to obligate Contractor to violate applicable laws or regulations of other countries.

Drug-free Workplace. Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Participating Addendum; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Participating Addendum; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Participating Addendum the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
 - (iv) Evidence of Contractor's compliance programs for similar federal laws shall be deemed good faith efforts to comply with the Georgia Drug-free Workplace Act, this includes the inclusion of similar federal language in subcontracts.
 - (v) Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1. Contractor has made false certification here in above; or
 - 2. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- B.** Only as applicable to this Participating Addendum, Paragraph 17 of the Master Agreement, entitled Payment, is modified as follows: by deleting the second sentence regarding overdue account charges.
- C.** Only as applicable to this Participating Addendum, Paragraph 21 of the Master Agreement, entitled Insurance, is modified as follows: by adding subparagraph b(3) Automobile Liability: \$1,000,000 Combined Single Limit.
- D.** Only as applicable to this Participating Addendum, Paragraph 33 of the Master Agreement, entitled Indemnity, is modified as follows:
- (i) by deleting "defend" in line one of subparagraphs a and b and substituting therefor "participate fully in the defense of;"

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(ii) In subparagraph b(2), by deleting the third and fourth sentences and substituting therefor “Subject to approval of the Attorney General of the State of Georgia, the Indemnified Party shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the Indemnified Party reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the Indemnified Party unless approved by the Indemnified Party.”

E. Only as applicable to this Participating Addendum, Paragraph 35 of the Master Agreement, entitled Governing Law and Venue, is modified by deleting subparagraph c and substituting therefor, “In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Addendum, such proceeding shall solely be brought in Superior Court within Fulton County, Georgia.”

F. Participating Entity Additions to the Master Agreement:

(i) **Administrative Fee and Sales Reporting Submission.** Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires the Contractor to pay to DOAS an administrative fee on the Net Transportation Charges (base transportation rates paid by Participating Entities based upon the rate chart/sheet exhibit to the Master Agreement only, excluding any and all “Fees and/or Additional Charges” as identified in Contractor’s Rate & Service Guide available electronically on the UPS website at ups.com) pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is **1%**. Contractor agrees that the Fee will not be identified separately from the service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by Contractor and remitted to DOAS in accordance with the following paragraphs.

1. A Quarterly Sales Report, the content of which shall be mutually agreed to by the parties, must be received by DOAS forty-five (45) days after the end of the Fiscal Quarter through submission within

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the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

| <i>DOAS' Fiscal Quarters</i> | <i>Months</i> | <i>Contractor's Quarterly Sales Report Due Date</i> | <i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i> |
|------------------------------|--|---|--|
| <i>Quarter 1</i> | <i>July 1st – September 30th</i> | <i><u>November 15th</u></i> | <i><u>January 2nd</u></i> |
| <i>Quarter 2</i> | <i>October 1st – December 31st</i> | <i><u>February 15th</u></i> | <i><u>March 31st</u></i> |
| <i>Quarter 3</i> | <i>January 1st – March 31st</i> | <i><u>May 15th</u></i> | <i><u>June 30th</u></i> |
| <i>Quarter 4</i> | <i>April 1st – June 30th</i> | <i><u>August 15th</u></i> | <i><u>September 30th</u></i> |
| | | | 45 DAYS FOLLOWING TERMINATION OF SWC |

2. At the end of each state fiscal quarter as defined above, Contractor shall prepare a Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit a Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).
3. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of *Georgia*, 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.

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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.

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

| | |
|--|--|
| Participating Entity: Georgia Department of Administrative Services | Contractor: United Parcel Services |
| Signature: <i>Lisa Eason</i> | Signature: <i>George Rea</i> |
| Name: Lisa Eason | Name: George Rea |
| Title: Deputy Commissioner, Procurement | Title: Director, Enterprise Accts |
| Date: 6/23/2021 | Date: 6/22/2021 |

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

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

[Please email fully executed PDF copy of this document to

PA@naspovaluepoint.org

to support documentation of participation and posting in appropriate data bases.]