

NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the **State of Utah**

Master Agreement #: MA065

Contractor: **UNITED PARCEL SERVICES INC**

Participating Entity: **STATE OF MISSOURI**

Scope and Participation:

1. Scope:

☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Small Package Delivery Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

CONTRACTOR:

Name:	Joseph Miller
Telephone:	240-818-9251
Email:	josephmiller@ups.com

PARTICIPATING ENTITY:

Name:	Megan Howser
Address:	301 W. High Street, Room 630 Jefferson City, MO 65101
Telephone:	573-751-1686
Email:	megan.howser@oa.mo.gov

NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES
Led by the State of Utah

Participating Entity Modifications and Additions to the Master Agreement

☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- *The document entitled Terms and Conditions entitled "**State of Missouri Contractual Requirements**" attached hereto as Attachment A is hereby incorporated into and made a part of this Participating Addendum.*

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. 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 Agreements unless the parties to the order agree in writing that another contract or agreement applies to such order, to the extend a Purchasing Entity opens an account and requests its purchases are aligned to the Master Agreement pricing. Purchasing Entities with a pre-existing account will be migrated to the NASPO pricing upon confirmation from the Participating Entity's primary contact or the primary contact for this Participating Addendum.
6. Cooperative Procurement Program: The contractor shall provide small package delivery services as described herein under the terms and conditions, requirements, and specifications of the contract, including prices, to other political subdivisions as defined in section 67.2677, RSMo in accordance with the Technical Services Act.
7. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
8. Authorized Personnel: The Contractor agrees to comply with the Illegal Immigration Reform and Immigrant Responsibility Act and INA Section 274A.
9. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing 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 the order.
10. Non-Appropriation: If during the term of this Participating Addendum, appropriations are insufficient to support purchases under this Participating Addendum, the Participating Entity may cancel at the end of the fiscal year, or otherwise upon the expiration of existing

NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

appropriation authority. If during the term of this Participating Addendum, appropriations are insufficient to support any Purchasing Entity's purchases under this Participating Addendum, the Purchasing Entity may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. A Purchasing Entity's actions under this clause will not affect this Participating Addendum or purchases made by other Purchasing Entities under this Participating Addendum. In no event shall non-appropriation relieve a pre-existing payment obligation incurred before notice to UPS of non-appropriation or cancellation pursuant to this section.

11. **Federal Funds Requirement:** The Contractor shall understand that this procurement may involve the expenditure of federal funds. Therefore, no party shall refer to the Participating Entity or Contractor in any publicity materials, information pamphlets, press releases, advertising, sales promotions, or marketing materials or similar communications to third parties except with the prior written consent of the Participating Entity or Contractor, respectively. In accordance with the Stevens Amendment, the Contractor shall not issue any statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds without prior written approval of the state agency, and the Contractor shall clearly state the following:
 - a. The percentage of the total costs of the program or project that will be financed with federal money
 - b. The dollar amount of federal funds for the project or program
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

12. **Administrative Fee and Reporting:** Sales under this Participating Addendum shall be subject to an administrative fee that will be calculated in the following manner:

For each calendar quarter, the Participating Entity will receive an Administrative Fee from Contractor for the Net Transportation Charges (base transportation rates paid by Purchasing Entities based upon the rate chart/sheet exhibit to the NASPO Master Agreement only, excluding any "Fees and/or Additional Charges" as identified in Contractor's Rate & Service Guide) in the amount of _1%.

The fee is to be remitted forty-five days after the last day of each quarter and will represent a single, one-time payment of the amount due as calculated from the sales during the prior quarter. This fee is not to be listed as a separate cost on invoices.

Instructions for remittance are as follows:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor shall understand and agree that any returned check from the contractor may be

NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

presented again electronically and may be subject to additional actions and/or handling fees.

- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting Purchasing at (573) 751-2387.

A summary report of the sales during the prior quarter will be submitted each quarter forty-five days after the last day of each quarter. The Contractor will determine the report formatting and report data. The data will be sufficient to support the calculation of the administrative fee. This report is to be sent electronically to megan.howser@oa.mo.gov.

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

October, November, December — Due on or after February 15th

January, February, March — Due on or after May 15th

April, May, June — Due on or after August 15th

July, August, September — Due on or after November 15th

13. **Purchase Order Terms and Conditions:** This Participating Addendum and the NASPO Master Agreement, (administered by the State of Utah) together with its exhibits (including Contractor's response to the NASPO solicitation attached thereto), set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby null and void. The terms and conditions of this Participating Addendum and the NASPO Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. A Purchasing Entity or Participating Entity Purchase Order is not required to initiate services. Services shall be initiated consistent with Contractor's ordering documentation. In the event a Purchasing Entity or Participating Entity Purchase Order is used for ordering services, Contractor's ordering documentation shall also apply. Contractor shall have a right to deny any Purchasing Entity or Participating Entity Purchase Order. Services rendered to a Purchasing Entity or Participating Entity shall not affect such denial or be deemed evidence of acceptance. The parties agree that only Contractor's express agreement to a purchase order shall be binding.

The Participating Entity expressly agrees to the inclusion of Contractor's Rate and Service Guide and Tariff/Terms and Conditions of Service as set forth in the NASPO Master Agreement.

14. **Purchasing Entity Fraud:** In the interest of reducing the risk of fraud and unauthorized re-selling of Contractor services, nothing in this Participating Addendum shall obligate

NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES
Led by the State of Utah

Contractor to provide services to any organization or entity other than the Participating Entity and authorized Purchasing Entities. If Contractor believes that a Purchasing Entity's shipping characteristics evidence fraudulent use of this Participating Addendum for the benefit of for-profit companies or other unauthorized users, it may, in its sole discretion, refuse service to the Purchasing Entity without notice.

15. **Debarment Certification:** The Contractor certifies by signing the signature page of this document that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Contractor.
16. **Effective Date:** Notwithstanding any other effective date contained in this agreement, the rates established under this agreement will be effective no sooner than three 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.
17. **Term:** In no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.
18. **Late Payment Fee:** Purchasing Entities will pay late payment fees as in the amount and timeframe described in the Contractor's Rate and Service Guide and Tariff/Terms and Conditions of Service, in effect at the time of shipping. Purchasing Entities are responsible for selecting appropriate payment terms, method of invoicing and method of payment.


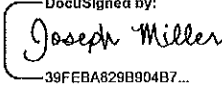
NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the **State of Utah**

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

<u>PARTICIPATING ENTITY</u> <i>State of Missouri</i>	<u>CONTRACTOR</u>
Signature: 	Signature: 
Name: <i>Karen S Breger</i>	Name: Joseph Miller
Title: <i>Director, Division of Purchasing</i>	Title: Director
Date: <i>3-14-2022</i>	Date: 3/11/2022 12:02 PM EST

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

NASPO ValuePoint
PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that United Parcel Service, Inc. (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** to Which Previous E-Verify Documentation Submitted:

Date of Previous E-Verify Documentation Submission: 12/20/21

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:
 _____ (if known)

Joseph Miller

Authorized Business Entity
 Representative's Name (Please Print)

United Parcel Service, Inc.

Business Entity Name

josephmiller@ups.com

E-Mail Address

DocuSigned by:

Joseph Miller

39FEB829B90487

Authorized Business Entity

Representative's Signature

3/11/2022 | 12:02 PM EST

Date

73642

E-Verify MOU Company ID Number

FOR STATE OF MISSOURI USE ONLY

Documentation Verification Completed By:

Buyer

Date

NASPO ValuePoint
PARTICIPATING ADDENDUM



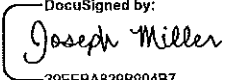
SMALL PACKAGE DELIVERY SERVICES
 Led by the State of Utah

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

United Parcel Service, Inc. <hr/> Company Name	128729373 <hr/> DUNS # (if known)
DocuSigned by:  <small>39FEB829B904B7...</small> <hr/> Authorized Representative's Signature	3/11/2022 12:02 PM EST <hr/> Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

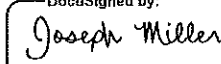
I certify that UPS will take no act that violates Missouri anti-boycott law in the performance of services for the state of Missouri, but UPS is not otherwise prohibited from operating lawfully in countries that forbid shipments to or from the State of Israel, and that Contractor must comply with applicable laws in the territory where it conducts business.

Authorized Representative's Name
 (Please Print) Joseph Miller

United Parcel Service, Inc.

Company Name

Authorized Representative's Signature

DocuSigned by:

39FEB829B904B7...

Date 3/11/2022 | 12:02 PM EST