

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
SERVICES 2021-2026**

Lead by the State of Utah

Master Agreement #: MA065

The Parties:

Contractor: **UNITED PARCEL SERVICE, INC. (“Contractor”)**

Participating Entity: **STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES (“ENTERPRISE SERVICES”)**

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

- Small Package Delivery Services, as described in UPS’s response to Solicitation CH12-36.

Master Agreement Terms and Conditions:

1. **Scope:** This Participating 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 authorized by that State’s statutes to utilize State contracts with the prior approval of Washington 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 State of Washington. Issues of interpretation and eligibility for participation are solely within the authority of Washington State’s Chief Procurement Official.

Pursuant to this Participating Addendum, the Master Agreement may be utilized by the following (“Purchasing Entities” or “Purchasers”):

- (a) Washington State Agencies. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- (b) Washington State Institutions of Higher Education (colleges). Any the following specific institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- (c) MUA Parties. The Master Agreement also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement (MUA) with

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Enterprise Services:

- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
- Federal governmental agencies or entities;
- Federally-recognized Indian Tribes located in the State of Washington.

By placing an order under this Participating Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Participating Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with such terms and conditions.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

United Parcel Service, Inc.
55 Glenlake Parkway NE
Atlanta, GA 30328

Rich Wegner
5828 Rudy Lane, Millstadt, IL 62260
618-406-3543
rwegner@ups.com

Participating State

State of Washington
Department of Enterprise Services
Contracts & Procurement Division
P.O. Box 41411
Olympia, WA 98504-1411

Attn: Neva Peckham
Tel: (360) 407-2213
Email: DESContractsTeamFir@des.wa.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.

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4.1 CONTRACTOR REPRESENTATIONS AND WARRANTIES: Contractor makes each of the following representations and warranties as of the effective date of this Participating Addendum and at the time any order is placed pursuant to the Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- (a) Wage Violations. Contractor represents and warrants that, during the term of this Participating Addendum and the three (3) year period immediately preceding the award of the Participating Addendum, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.

4.2 Compliance with Law; Taxes, Licenses, & Registration: Contractor shall comply with all applicable law. Pursuant to RCW 23.95.505, prior to making any sales hereunder, if Contractor is not already registered, Contractor shall register to conduct business in the State of Washington and promptly acquire and maintain all necessary licenses and registrations and pursuant to RCW 82.04.220 pay all applicable taxes and fees. In addition, for all sales to Purchasers in the State of Washington, if Contractor does not currently do so, Contractor shall calculate, collect, and remit, as appropriate, the applicable state and local sales tax on all invoices.

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 Agreement to the extent a Purchasing Entity opens an account and requests its purchases are aligned to the Master Agreement pricing, unless the parties to the order agree in writing that another contract or agreement applies to such order. Purchasing Entities with a pre-existing account will be migrated to NASPO pricing upon confirmation from the Participating Entity's primary contact or the primary contact for this Participating Addendum.
6. 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 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 any purchase order or agreements 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.

If the Participating Entity or Purchasing Entity order services without funds appropriated, the Participating Entity or Purchasing Entity will make good faith efforts to pay Contractor at the

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agreed-upon rates for such services rendered prior to the notice of non-Appropriation of funds. To the extent that the Participating Entity or Purchasing Entity notifies Contractor that no appropriated funds are available to pay Contractor for services, Contractor shall have the right, but not the obligation, to suspend all services to the Participating Entity or Purchasing Entity providing notice without such action constituting a default of the Participating Addendum. Service to the Participating Entity and other Purchasing Entities will not be affected by funding deficiencies of a single Purchasing Entity.

7. 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.

8. 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 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.
9. Subcontractors: The Contractor is permitted to make subcontract(s) with any other party for furnishing any of the work or services herein. The Contractor shall be solely responsible for performance of the entire Contract whether or not subcontractors are used. The Participating Entity shall not be involved in the relationship between the prime contractor and the subcontractor. Any issues that arise as a result of this relationship shall be resolved

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by the Contractor. For the avoidance of doubt, vendors and suppliers to the Contractor's business shall not be considered subcontractors.

10. 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 1.5%.

The administrative fee is to be remitted forty-five days after UPS receives invoice from DES and will represent a single, one-time payment of the administrative fee due. This fee is not to be listed as a separate cost on invoices.

Instructions for remittance are as follows:

- A. Enterprise Services will invoice Contractor quarterly based on reporting by Contractor. Contractor need not remit payment until it receives an invoice from Enterprise Services. Contractor's Administrative Fee payment to Enterprise Services must reference the following:
 - i. This Washington Master Contract No.: 10421
 - ii. The NASPO Master Agreement No.: MA065
 - iii. The year and quarter for which the VMF is being remitted, and
 - iv. Contractor's name as set forth in this Contract, if not already included on the face of the check.
- B. Contractor's failure accurately and timely to report total net sales or remit payment of the Administrative Fee to Enterprise Services, may be cause for suspension or termination of this Participating Addendum or the exercise of any other remedies as provided by law if Contractor fails to cure a deficiency within sixty days after the Participating Entity notifies Contractor of such deficiency in writing.
- C. For purposes of the Administrative Fee, the parties agree that the fee is included in the pricing and will not be invoiced separately to Purchasing Entities

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 descontractsteamfir@des.wa.gov.

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DES will use the information provided in the report to verify the Administrative Fee amount is correct and will send the invoice to the Contractor's contact listed in Section 2.3.

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

11. 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 Enterprise Services or as of the effective date, whichever is later.

12. Term: In no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

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

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

**UNITED PARCEL SERVICE, INC.,
AN OHIO CORPORATION**

By: *Elena McGrew*
Elena McGrew
Its: Statewide Enterprise Procurement
Manager

DocuSigned by:
Richard Wegner 7/28/2022 | 8:13 AM PDT
BAAAEA918C8B4AD...
Richard Wegner
Its: Director of Enterprise Accounts

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.]

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Final Audit Report


2022-07-28

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