

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
SERVICES**

Lead by the State of Utah

Master Agreement #: MA065

Contractor: **UNITED PARCEL SERVICES INC**

Participating Entity: **STATE OF IOWA**

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 authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

The products or services listed for MA065 at the NASPO website are included in this Participating Addendum.

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 Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

Each Agency and political subdivision will be responsible for their own charges, fees, and liabilities, and for following their entity's procurement policies provided such policies do not conflict with those terms, conditions, and ordering procedures set forth in the NASPO Master Contract.

The State of Iowa shall not be obligated to make any minimum annual purchases.

This agreement is not an exclusive agreement for procuring small package delivery services.

3. Term:

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES**

Lead by the State of Utah

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

Contractor – United Parcel Services, Inc

Name:	Joseph Miller
Address:	55 Glenlake Pkwy NE, Atlanta, GA 30328
Telephone:	240-818-9251
Email:	josephmiller@ups.com

Participating Entity- State of Iowa

Name:	Laura Shannon
Address:	Hoover Bldg FI 3, 1305 E Walnut, Des Moines, IA 50319
Telephone:	515-330-7325
Email:	laura.shannon@iowa.gov

5. **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. Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and net charges of purchases by each Agency and Political Subdivision.

Schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	May 15, 2022
June 30	August 14
September 30	November 14
December 31	February 14

NASPO ValuePoint

PARTICIPATING ADDENDUM**SMALL PACKAGE DELIVERY SERVICES**

Lead by the State of Utah

- B. Administrative Fee: Without affecting the approved Service prices or discounts specified in the Master Agreement and this Participating Addendum, 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 (see Attachment C – UPS Rates), excluding any “Fees and/or Additional Charges” as identified in Contractor’s Rate & Service Guide) in the amount of 1.00%.

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:

The administration fee shall be made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa -DAS/Central Procurement
 Attention: DAS - CPFSE CFO
 1305 E. Walnut St.
 Des Moines, IA 50319

- C. Payments: Per Iowa Code 8A.514(3), the departments, the general assembly, and the courts shall pay their claims in a timely manner. If a claim for services; supplies, materials, or a contract which is payable from the state treasury remains unpaid after sixty days following the receipt of the claim or the satisfactory delivery, furnishing, or performance of the services, supplies, materials, or contract, whichever date is later, the state shall pay interest at the rate of one percent per month on the unpaid amount of the claim.
- D. Compliance with the Law; Nondiscrimination in Employment: Contractor agrees to manage its business in compliance with all applicable laws and regulations of the countries in which it operates. Contractor acknowledges that compliance with non-discrimination, whistleblower protection and similar laws is an integral part of its undertakings on behalf of Participating Entity and that any violation of such laws in connection with providing services, as determined by the applicable government agency with responsibility for enforcing those laws, may be a material breach of its obligations to Participating Entity and will subject Contractor to termination of the Participating Addendum. The State may further declare Contractor ineligible for future state contracts in accordance with

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES**

Lead by the State of Utah

authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law and executive orders, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19b.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, as a federal Contractor, Contractor shall submit to the State a copy of its federal affirmative action plan that conforms to the requirements set forth in Iowa Administrative Code rule 11-121.1(1)"b".

The Contractor, its employees, agents and subcontractors shall also comply with all applicable federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

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

7. 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.

8. 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 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.

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES**

Lead by the State of Utah

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 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.

9. 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.

10. 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.

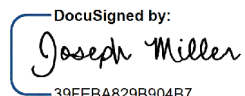
NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES**

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 Iowa	Contractor: UPS
Signature: 	Signature: 
Name: Laura Shannon	Name: Joseph Miller
Title: Purchasing Agent 3	Title: Director
Date: 3/11/2022	Date: 3/9/2022 4:15 PM EST

[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:	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.]***