

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
98027 04

PAGE 1 of 1	ORDER DATE 03/25/22
BUSINESS UNIT 9000	BUYER DIANNA GILLILAND (AS)
VENDOR NUMBER: 1918284	
VENDOR ADDRESS: UNITED PARCEL SERVICE INC 55 GLENLAKE PKWY NE NE ATLANTA GA 30328-3474	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

MARCH 31, 2022 THROUGH NOVEMBER 27, 2026

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Originally awarded from NASPO Master Agreement #MA065.

Contract to supply and deliver Small Package Delivery for the period March 31, 2022 through November 27, 2026.

Payment: 45 days

(For the File - This RFP and Contract were bid and awarded by the State of Utah. All backup bids, etc. are retained by the Utah Division of Purchasing).

(For the File: The NASPO ValuePoint/UPS contract period was effective December 20, 2021. The NASPO ValuePoint/ UPS Participating Addendum for Nebraska became effective on March 31, 2022).

Vendor Contact: Joseph Miller
Phone: 240-818-9251
Email: josephmiller@ups.com

(3/25/22 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	SMALL PACKAGE DELIVERY SERVICES	2,000,000.0000	\$	1.0000	2,000,000.00
Total Order					2,000,000.00

DocuSigned by:
Dianna Gilliland 3/25/2022
F7A5A83B46DE438...

DS
PK 3/28/2022
BUYER

DocuSigned by:
Amara Block 4/5/2022
40FF2344162AA2
MATERIEL ADMINISTRATOR

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES 2021-2026**

Lead by the State of Utah

Master Agreement #: MA065

The Parties:

Contractor: **UPS**

Participating Entity: **STATE OF NEBRASKA 98027 04**

The following products or services are included in this contract portfolio [remove any services that do not apply]:

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

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 education, political subdivisions and other entities authorized to use statewide contracts in the State of Nebraska. 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:	Joseph Miller
Address:	55 Glenlake Pkwy, NE Atlanta, GA 30328
Telephone:	240-818-9251
Email:	josephmiller@ups.com

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES 2021-2026**

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Participating Entity

Name:	State of Nebraska – State Purchasing Bureau Dianna Gilliland
Address:	1526 K Street, Suite 130 Lincoln, NE 68508
Telephone:	402-471-4193
Email:	Dianna.gilliland@nebraska.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.

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 unless the parties to the order agree in writing that another contract or agreement applies to such order, to the extent 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 NASPO pricing upon confirmation from the Participating Entity's primary contact or the primary contact for this Participating Addendum.
6. Insurance: The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the requirements in the Master Agreement at:

State of Nebraska
 Nebraska State Purchasing Bureau
 Contract #98027 O4
 Attn: Dianna Gilliland
Dianna.gilliland@nebraska.gov

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES 2021-2026**

Lead by the State of Utah

These certificates or the cover sheet shall reference the 98027 O4 contract number

7. Employment Considerations: 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 pursuant to Neb. Rev. Stat. § 48-1122, whistleblower protection and use of a federal immigration verification system pursuant to Neb. Rev. Stat. § 4-114, 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. Parties agree that Contractor's compliance with applicable federal laws shall be deemed good faith efforts to comply with applicable state laws. If an agency has a reasonable belief that the Contractor is not compliant with any one of these laws, then the agency must provide written notice to the Contractor and allow the Contractor an opportunity to cure or address why there has been no violation.
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.

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

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
 SERVICES 2021-2026**

Lead by the State of Utah

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.
11. Prohibition Against Advance Payment: No goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.
12. Taxes: The State is not required to pay sales and use taxes and assumes no such liability as a result of this Participating Addendum. The Contractor may request a copy of the Nebraska Department of Revenue Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records.
13. Payment: Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act. The State may require the Contractor to accept payment by electronic means such as ACH deposit. The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act.
14. Invoices: Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. All invoices should list #MA065 and Nebraska contract #98027 O4.
15. 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,

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
SERVICES 2021-2026**

Lead by the State of Utah

excluding any "Fees and/or Additional Charges" as identified in Contractor's Rate & Service Guide) in the amount of .25%.

The fee is to be remitted forty-five (45) 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:

All administrative fees/rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 190
Lincoln, NE 68508

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 Dianna.gilliland@nebraska.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

16. 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.
17. 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.
18. Term: In no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

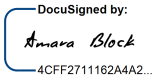
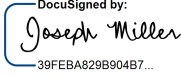
NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
SERVICES 2021-2026**

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 Nebraska	Contractor: UPS
Signature:  DocuSigned by: Amara Block 4CFF2711162A4A2...	Signature:  DocuSigned by: Joseph Miller 39FEB8A829B904B7...
Name: Amara Block	Name: Joseph Miller
Title: Interim Materiel Administrator	Title: Director
Date: 4/5/2022	Date: 4/4/2022