

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 GEORGIA****Scope and Participation:**

[Removable Instruction: Check one of the boxes below. If Participating Entity has no exclusions or limitations to the scope of the Master Agreement, check the first box.]

1. Scope:

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

☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

[Removable Instruction: Participating States should ensure that Section 2 properly defines the scope of participation, including any excluded entities.]

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.

[Removable Instruction: Check one of the boxes below. If Participating Entity wishes to co-term the Participating Addendum with the Master Agreement, check the first box.]

3. Term:

☐ This Participating Addendum shall become effective no sooner than three weeks after 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.

☒ This Participating Addendum shall become effective no sooner than three weeks after the date of the last signature below and shall terminate on 03/30/2027, unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

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

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Name:	United Parcel Service, Inc.		
Address:	55 Glen lakes Parkway , Atlanta, Ga. 30328		C/O Richard Wegner
Telephone:	618-406-3543		
Fax:			
Email:	rwegner@ups.com		

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		

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.

☒ 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:**

- A.** Paragraph 14 of the Master Agreement, entitled General Provisions, is modified by adding thereto the following:

14.14 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.

UPS certifies that it will take no act that violates Georgia's anti-boycott law in the performance of services for the state of Georgia, 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. In interpreting Contractor's compliance with this provision, the parties agree

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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. Part 760, on the Contractor, or to obligate Contractor to violate applicable laws or regulations of other countries. Pursuant to O.C.G.A. § 13-10-91, if the Contractor is providing services under a contract with a total compensation of \$2,500 or greater, the Contractor must provide (i) a notarized affidavit in the form attached hereto as Exhibit A, or (ii) the documentation set forth in O.C.G.A. § 13-10-91(b)(5).

14.15 Sexual Harassment Prevention. Pursuant to O.C.G.A. § 45-20-4 and Executive Order 01.14.19.02 the State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy") located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>, all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis. Contractor agrees to provide training consistent with the Contractor's existing practices.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State. Contractor shall utilize training, policies, and procedures to meet the requirements of the Policy, consistent with its standard commercial practices.

14.16 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

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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.** Paragraph 6.2 of the Master Agreement, entitled Payment, is modified as follows: by striking the second sentence regarding overdue account charges.
- C.** Paragraph 12 of the Master Agreement, entitled Indemnity, is modified as follows:
- (i) By deleting "defend" in line one of subparagraph 12.1 and line four of subparagraph 12.2 and substituting therefor "participate fully in the defense of;"
 - (ii) In subparagraph 12.2.2, by deleting the third and fourth sentences and substitution 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 or judgment against the Indemnified Party reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have 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.
- D.** Paragraph 13.3.1 of the Master Agreement, entitled Insurance, is modified as follows: by adding subparagraph b(3) Automobile Liability: \$1,000,000 Combined Single Limit.
- E.** Paragraph 14.2.2 of the Master Agreement, entitled Governing Law and Venue, is modified by adding the following: "In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating

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Addendum, such proceeding shall solely be brought in the Superior Court within Fulton County, Georgia.”

5. Administrative Fee and Sales Reporting Submission.

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.

(i)

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 electronic submission to [insert GA contact person], 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. 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).

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6. 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.

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.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for 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.
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 with prompt written notice.
9. 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.

10. Term: In no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.
11. Payment Terms: Purchasing Entities are responsible for selecting appropriate payment terms, method of invoicing and method of payment.

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12. 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.

Except as otherwise provided herein, 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

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

PARTICIPATING ENTITY**CONTRACTOR**

Signature: <i>Jim Barnaby</i>	Signature: <i>Richard Wegner</i>
Name: Jim Barnaby	Name: Richard Wegner
Title: Deputy Commissioner	Title: Director Government Sales
Date: 6/29/2022	Date: June 28, 2022

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.