

Office of Procurement and Contracts
900 SW Jackson St., Room 451 South
Topeka, KS 66612



Phone: 785-296-2376
Fax: 785-296-7240
www.admin.ks.gov/offices/procurement-and-contracts

DeAngela Burns-Wallace, Secretary

Laura Kelly, Governor

CONTRACT AWARD

Contract ID: 0000000000000000000051199
NASPO ValuePoint: Led by the State of Utah, MA065
Procurement Officer: Neal Farron
Telephone: 785/296-3122
E-Mail Address: neal.farron@ks.gov
Web Address: <http://admin.ks.gov/offices/procurement-and-contracts>

Item: Express Mail - Small Package Delivery Services

Agency/Business Unit: Statewide

Period of Contract: From contract execution through November 27, 2026
(Renewals may be available)

Contractor: United Parcel Service Inc. (UPS)
55 Glenlake Parkway NE
Atlanta GA 30328
FEIN: 36-2407381
SMART Supplier ID: 0000028114
Contract Administration: Joseph Miller
Telephone: 240-818-9251
Email: josephmiller@ups.com

Website: <https://www.ups.com/us/en/Home.page>
Support: <https://www.ups.com/us/en/support/contact-us.page>
Customer Service: 1-800-742-5877

Political Subdivisions: Pricing is available to the political subdivisions of the State of Kansas.

Procurement Cards: Agencies may use a P-Card for purchases from this contract.

Administrative Fee: Administrative Fees of 1% have been incorporated into the invoice prices of this contract.

The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.ks.gov/purch/Contracts/>

The website will have the latest price list.

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 KANSAS**

State of Kansas Contract Number: 0000000000000000000051199

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.

Each agency and political subdivision will be responsible for their own charges, fees, and liabilities, and for following their entity's procurement policies.

3. Term:

☒ This Participating Addendum shall become effective as of 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.

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

CONTRACTOR:

Name:	Richard Wegner
Address:	55 Glenlake Parkway NE, Atlanta GA 30328
Telephone:	618-406-3543
Website:	http://www.ups.com/
Email:	rwegner@ups.com

NASPO ValuePoint

PARTICIPATING ADDENDUM**SMALL PACKAGE DELIVERY SERVICES**Led by the **State of Utah****PARTICIPATING ENTITY:**

Name:	Neal Farron
Address:	State of Kansas, Department of Administration, Office of Procurement and Contracts 900 SW Jackson, Rm 451S Topeka, KS 66612
Telephone:	785-296-3122 (direct) or 785-296-2376
Fax:	785-296-7240
Email:	Neal.Farron@ks.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, **subject to the following limitations, modifications, and additions:**

(a) The laws of the State of Kansas shall govern this Participating Addendum.

(b) State of Kansas Contractual Provisions Attachment, DA-146a is attached and incorporated into this Participating Addendum.

(c) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: <https://admin.ks.gov/offices/chief-financial-officer/travel-information-for-state-employees> - unless otherwise agreed upon with the Purchasing Entity.

5. 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 sixty (60) 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 administrative fee payment should be via Check and Mailed to:

**Kansas Department of Administration
Office of Procurement and Contracts
900 SW Jackson, Suite 451-S
Topeka, KS 66612-1216**

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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

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

6. Lease Agreements: Leasing (and alternative financing methods) for State of Kansas agencies is outside the scope of this agreement unless authorized in written prior approval by the State Chief Procurement Official for an individual order..
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. The Contractor is to obtain from subcontractors' information and fees as described in section 4, part f and supply to the State of Kansas.
8. 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. All Political Subdivisions are responsible for processing Purchase orders directly with the Contractor.
9. 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

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, 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

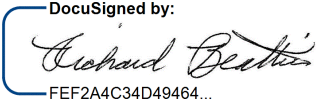
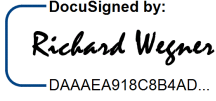
NASPO ValuePoint

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.

PARTICIPATING ENTITY**CONTRACTOR**

Signature:  DocuSigned by: FEF2A4C34D49464...	Signature:  DocuSigned by: DAAAE918C8B4AD...
Name: Richard Beattie	Name: Richard wegner
Title: Director of Procurements and Contracts	Title: director Government Sales
Date: 6/30/2022	Date: 6/30/2022 10:20 AM PDT

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 30 day of June, 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This Participating Addendum shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas. .

3. Termination Due To Lack Of Funding Appropriation:

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor. *Any use of funds by a state agency are subject to being appropriated by the Kansas Legislature and being allowed to be used. Reference K.S.A. 75-6704.*

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until three weeks after the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. All other losses or damage shall be governed by the Contractor's Rate and Service Guide Tariff. This can be found online at https://www.ups.com/assets/resources/webcontent/en_US/retail_rates.pdf.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.* and consistent with the record retention period under the NASPO Master Agreement and UPS's standard commercial practices.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.