

Master Agreement #: MA 065

Oregon Participating Addendum # PO-10700-00008018

The Parties:

Contractor: **UNITED PARCEL SERVICES (UPS or Contractor)**Participating Entity: **STATE OF OREGON**

The following products or services are included in this Participating Addendum:

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

The following products or services are not included in this Participating Addendum:

Section 6.3 Leasing or Alternative Financing Methods.
Freight Services which means all tariff language and references to Tforce are not applicable in the Oregon Participating Addendum.

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/Entity authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- 2.
3. 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 Oregon. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Richard Wenger
Address:	5828 Rudy Lane, Millstadt, IL 62260
Telephone:	618.406.3543
Email:	rwegner@ups.com

Participating Entity

Name:	Kaliska King, OPBC, CPPB
Address:	1225 Ferry St SE, Salem, Oregon 97301
Telephone:	503.798.1907
Email:	Kaliska.king@das.oregon.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.

6. **Orders:** Services shall be initiated consistent with a Purchase Order or agreed upon ordering process.

6.1 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.

5.2 In addition, and except to the extent in conflict with the Master Agreement or other provisions of this Participating Addendum, Contractor's Rate and Service Guide and Tariff/Terms and Conditions of Service as set forth in the NASPO Master Agreement will apply to orders placed under this Participating Addendum, provided however, that Purchasing Entity will not be subject to the provisions of any data privacy or data protection laws or statutes, including the General Data Protection Regulation (GDPR), unless Purchasing Entity agrees in writing.

5.3 Any order placed by a Purchasing Entity under this Master Agreement will reference the Master Agreement and the Addendum, and will be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement. 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.

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.

7. Adoption of Master Agreement Clauses: The parties expressly agree that all provisions of the Master Agreement apply to the Purchases under this Participating Addendum, as modified by this Participating Addendum.
8. Confidentiality, Data Security and Privacy; Breaches: In the event Contractor discovers or is notified of a breach of security or privacy impacting Purchasing Entity's data, Contractor shall notify Purchasing Entity's point of contact (or delegate) of the or breach within a commercially reasonable time. A breach means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of, or access to, Purchasing Entity's Personal or Sensitive Data in the possession or control of UPS. Purchasing Entity acknowledges that Personal Data on the outside of a package or freight, such as Personal Data on a shipping label, is easily visible to third parties, however, and cannot give rise to a Personal Data Breach or Sensitive Data Breach. If Purchasing Entity determines that a breach requires notification of its clients, or other notification required by law, Purchasing Entity will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law, including the Oregon Consumer Information Protection Act (ORS 646A-600 - .628).
9. Insurance: The insurance coverages set forth in the Master Agreement apply to this Participating Addendum.
10. Ethical Considerations: Contractor agrees to manage its business in compliance with all applicable laws and regulations of the countries and individual states in which it operates. Contractor acknowledges that compliance with anti-corruption laws is an integral part of its undertakings on behalf of Participating Entity, and that any violation of anti-corruption 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.
11. Employment Considerations: Contractor agrees to manage its business in compliance with all applicable laws and regulations of the countries and individual states 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.
12. 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 this Participating Addendum upon the expiration of existing appropriation authority. An individual Purchasing Entity's actions under this clause (other than the Participating Entity) 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, upon receipt of notice, without such action constituting a default under the Participating Addendum. Service to the Participating Entity and other Purchasing Entities will not be affected by funding deficiencies of another Purchasing Entity.

- 13. Entire Agreement:** 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 unless expressly agreed to in a written amendment signed by the relevant parties. Any such attempts to add or incorporate such terms and conditions within a purchase order or other unilaterally issued document will be null and void.

- 14. 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.
- 15. Subcontractors:** The Parties agree that in the ordinary course of business, UPS may subcontract with individual couriers or franchisees to fulfill their shipping commitments, and that UPS will remain responsible for the performance of this Agreement.
- 16. 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 2%.

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 fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: Shared Financial Services/PS
155 Cottage Street NE
Salem, Oregon 97301

Any other form of payment must be specifically approved by the Contract Administrator.

Contractor shall submit a summary report of the sales during the prior quarter each quarter forty-five days after the last day of each quarter. Contractor will determine the report formatting and report data.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating “**No Sales for the Reporting Period**”. The data will be sufficient to support the calculation of the administrative fee. This report is to be sent electronically to VCAF.REPORTING@das.oregon.gov

Subject to the above, 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

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. Late Payment Fee: Subject to ORS 293.462, Purchasing Entities will pay late payment fees as in the amount and timeframe described in the Contractor's Rate and Service Guide and Tariff/Terms and Conditions of Service, in effect at the time of shipping. Purchasing Entities are responsible for selecting appropriate payment terms, method of invoicing and method of payment.

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

Participating Entity: the State of Oregon, acting by and through the Department of Administrative Services, Procurement Services	Contractor: United Parcel Service
Signature: 	Signature: 
Name: John Anglemier	Name: Richard Wegner
Title: DAS PS Procurement Manager	Title: Director Government Sales
Date: 7/15/2022	Date: 7/15/2022 10:32 AM PDT

For questions on executing a participating addendum, please contact:

NASPO ValuePoint at info@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.]