

NASPO ValuePoint

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the **State of Utah**

Master Agreement #: MA065

Contractor: **UNITED PARCEL SERVICE, INC.**

Participating Entity: **STATE OF WISCONSIN**

Participating Entity Contract Number: 505ENT-O22-SMLPAKGDLV-02

All products and services listed in the Contractor's Master Agreement are included in this contract portfolio.

I. Scope and Participation:

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.

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, political subdivisions and other entities explicitly authorized to use statewide contracts in the State of Wisconsin. Issues of interpretation and eligibility for participation are solely within the authority of the State Bureau of Procurement Director.

Wisconsin Statutes (s. 16.73, Wis. Stats.) establish authority to allow Wisconsin municipalities to purchase from state contracts. A "municipality" is defined as any county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical, and adult education district, or any other public body having the authority to award public contracts (s. 16.70(8), Wis. Stats.). Federally recognized Indian tribes and bands in this state may participate in cooperative purchasing with the state or any municipality under ss. 66.0301(1) and (2), Wis. Stats.

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

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Name:	Richard Wegner
Address:	5828 Rudy Lane, Millstadt, IL 62260
Telephone:	618-406-3543
Fax:	
Email:	rwegner@ups.com

PARTICIPATING ENTITY:

Name:	Andrew Shuck
Address:	Wisconsin Department of Administration 101 E Wilson Street P.O. Box 7867 Madison, WI 53707
Telephone:	608-266-1558
Fax:	608-267-0600
Email:	andrew.shuck@wisconsin.gov

II. 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:**

- 1. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Wisconsin. Venue for any action brought under this Contract shall lie in Madison, Dane County, Wisconsin.
- 2. AMENDMENTS.** The terms of this Participating Addendum, excluding the Master Agreement, shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of both parties.
- 3. TERM.** This Participating Addendum will be effective no sooner than three weeks after the date of the final execution by both parties, and shall be coterminous with the Master Agreement term, including Lead State amendments to extend the term, unless otherwise cancelled or terminated early in accordance with the terms and conditions of the Master

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

4. **NO GUARANTEE OF QUANTITY.** Purchasing Entities may obtain related deliverables and services from other sources during the term of this Participating Addendum. The Participating Entity makes no express or implied warranties whatsoever that any particular quantity or dollar amount of deliverables and services will be procured through this Participating Addendum.
5. **SALES DATA.** The Contractor agrees to submit sales reports on a quarterly basis that account for all sales made against this Participating Addendum. A summary report of the sales during the prior quarter will be submitted within forty-five days after the last day of each quarter. The Contractor will determine the report formatting and report data but the reports must include, at a minimum, all items specified in the Detailed Sales Data section 5.3.2 of the Master Agreement. This report is to be sent electronically to the Participating Entity primary contact listed in Section 3 or designee.

The Contractor agrees to make its best efforts to provide the Reports and Payments according to the following schedule:

October, November, December — Due on February 15th

January, February, March — Due on May 15th

April, May, June — Due on August 15th

July, August, September — Due on November 15th

There shall be no penalty for failure to provide reports or payments by the specified dates. The contractor shall make reasonable efforts to provide all information in a timely manner. Where mutually agreed by both parties, the Contractor may be requested to provide additional reports.

6. **PAYMENT TERMS AND INVOICING:** Pursuant to s. 16.528, Wis. Stats., the State of Wisconsin shall pay properly submitted vendor invoices within thirty (30) days of receipt and acceptance of goods and/or services. Failure to render payment in accordance with these terms will result in late payment fees in the amount and timeframe described this statute.

Purchasing Entities are responsible for selecting appropriate method of invoicing and method of payment. Invoices presented for payment must be submitted in accordance with these instructions, including reference to Purchase Order number and submittal to the correct address for processing.

7. **TAXES.** Pursuant to statutes (Wis. Stat. s. 77.54(9a) and IRC s. 115) the State of Wisconsin and its agencies are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes as described below.

The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin

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sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

COMPLIANCE. Pursuant to s. 77.66, and 16.75(10m) Wis. Stats., the State of Wisconsin reserves the right to cancel this Contract if the Contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

- 8. NONDISCRIMINATION/AFFIRMATIVE ACTION:** Pursuant to s. 16.765, Wis. Stats., in connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Contractor further agrees to take affirmative action to ensure equal employment opportunities.

8.1 Pursuant to Wis. Admin Code s. ADM 50.04, contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Contractor. An exemption occurs from this requirement if the Contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Contract is awarded, the Contractor must submit the plan to the contracting state agency for approval, if it does not already have an approved plan in place. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

8.2 Pursuant to Wis. Admin. Code s. ADM 50.04, the Contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

8.3 Pursuant to Wis. Stat. s. 16.765 and Wis. Admin. Code Ch. ADM 50, failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" Contractor, termination of the Contract, or withholding of payment.

8.4 Pursuant to s. 16.75(10p), Wis. Stats., Contractor agrees it is not, and will not for the duration of the Contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies only to contracts valued \$100,000 or over.

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8.5 The State of Wisconsin acknowledges that by certifying to the above statement, Contractor 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.

8.6 Pursuant to 2019 Wisconsin Executive Order 1, Contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

- 9. CANCELLATION.** Pursuant to s. 16.75(3), Wis. Stats., 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, this contract in whole or in part without penalty. 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. VENDOR TAX DELINQUENCY.** Pursuant to s. 73.12, Wis. Stats., Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

- 11. PUBLIC RECORDS ACCESS.** Pursuant to s.19.36 (3), Wis. Stats., all records of the Contractor that are produced or collected under this Contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Contract, the Contractor shall provide the requested records to the contracting agency.

- 12. DISCLOSURE.** Pursuant to s. 19.45(6), Wis. Stats., if a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this Contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the Contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

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State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

FOREIGN CORPORATION. Pursuant to s. 180.1501, Wis. Stats., and Chapter 180, Wis. Stats., generally regarding foreign corporations, a foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Chapter 180, Wis. Stats., relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority. Any foreign corporation which desires to apply for a certificate of authority should contact the Department of Financial Institutions, Division of Corporation, P. O. Box 7846, Madison, WI 53707-7846; telephone (608) 261-7577.

13. 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 Participating Entity shall not be involved in the relationship between the prime contractor and the subcontractor.

14. 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, 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

15. 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. 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.

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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.

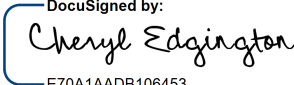
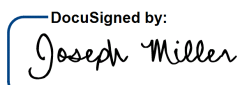
- 16. PURCHASING ENTITY FRAUD:** In the interest of reducing the risk of fraud and unauthorized re-selling of Contractor services, nothing in this Participating Addendum shall obligate Contractor to provide services to any organization or entity other than the Participating Entity and authorized Purchasing 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

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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:  DocuSigned by: E70A1AADB106453...	Signature:  DocuSigned by: 39FEBA829B904B7...
Name: Cheryl Edgington	Name: Joseph Miller
Title: Director, State Bureau of Procurement	Title: Director, State Government Contracts
Date: 5/13/2022 2:10 PM CDT	Date: 5/10/2022 8:50 PM EDT

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.