

MODIFICATION

State of Maine**Master Agreement****Effective Date:** 03/10/17**Expiration Date:** 11/27/21**Master Agreement Description:** UPS Small Package Delivery**Buyer Information**

Donny Crockett

207-624-7336 **ext.**

Donny.Crockett@maine.gov

Issuer Information

TERRY DEMERCHANT

207-624-7334 **ext.**

TERRY.L.DEMERCHANT@MAINE.GOV

Requestor Information

Terry Demerchant

207-624-7334 **ext.**

TERRY.L.DEMERCHANT@MAINE.GOV

Authorized Departments

ALL

Vendor Information**Vendor Line #: 1****Vendor ID**

VS0000015651

Vendor Name

United Parcel Service, Inc.

Alias/DBA

UPS

Vendor Address Information

358 W Charlotte St

Millersville, PA 17551

US

Vendor Contact Information

Maureen Baer

717-329-0049 **ext.**

mebaer@ups.com

Commodity Information

Vendor Line #: 1

Vendor Name: United Parcel Service, Inc.

Commodity Line #: 1

Commodity Code: 96224

Commodity Description: UPS Small Package Delivery

Commodity Specifications:

Commodity Extended Description: As per the Naspo ValuePoint contract #MA065

Quantity

0.00000

UOM

Unit Price

\$0.00

Delivery Days

Free on Board

Contract Amount

\$0.00

Service Start Date

03/10/17

Service End Date

11/27/21

Catalog Name

Discount

0.0000 %

Discount Start Date

Discount End Date

Terms and Conditions

Agreement Terms and Conditions

T&C #: 165

T&C Name: Payment Terms

T&C Details: Net 30

Contract # MA065**STATE OF UTAH COOPERATIVE CONTRACT**

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

United Parcel Service, Inc.

Name

55 Glenlake Parkway

Address

AtlantaGA30328

City

State

Zip

LEGAL STATUS OF CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

Contact Person Tom Dames Phone #202-675-4255 Email tdames@ups.comVendor #VC0000121163 Commodity Code #91559000000, 96224000000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide: small package delivery and express delivery services.
3. PROCUREMENT: This contract is entered into as a result of the procurement process on FY2016, Bid#BC16018, a pre-approved sole source authorization (from the Division of Purchasing) # SSN/A, or other method: N/A.
4. CONTRACT PERIOD: Effective Date: 11/28/16 Termination Date: 11/27/2021 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): None.
5. Payment: Prompt Payment Discount (if any): N/A.
6. ATTACHMENT A: NASPO ValuePoint Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Pricing Information including Exclusive and Multi MBG rates
ATTACHMENT C: NASPO ValuePoint Solicitation Document
ATTACHMENT D: Approved Portions of Contractor's Response to solicitation
ATTACHMENT E: N/A
Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.
7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and Contractor's response to Bid #BC16018 dated 4/22/2016.
8. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature

10/6/16

Date

STATE

Director, Division of Purchasing

10/6/16

Date

Tom Dames, Director, UPS Government Sector

Type or Print Name and Title

Brad Cummings

Division of Purchasing Contact Person

801.538.3232

Telephone Number

801.538.3882

Fax Number

bcummings@utah.gov

Email

(Revision 13 November 2015)



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: MA065 (NASPO Master Agreement for Small Package Delivery Services)

Starting Date: 11/28/2016

Expiration Date: 11/27/2021

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and United Parcel Service, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

ATTACHMENT A: NASPO ValuePoint Terms and Conditions, State Cooperative Contract Section 6 "Administrative Fees" is deleted in its entirety and replaced with the following language:

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of a quarter of one-percent (0.25%) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 6a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

Effective Date of Amendment: 11/28/2016

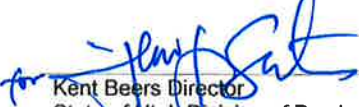
All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.
IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR: United Parcel Service, Inc.

STATE OF UTAH


Contractor's Signature

11/18/17
Date


for Kent Beers Director
State of Utah Division of Purchasing

1.18.2017
Date

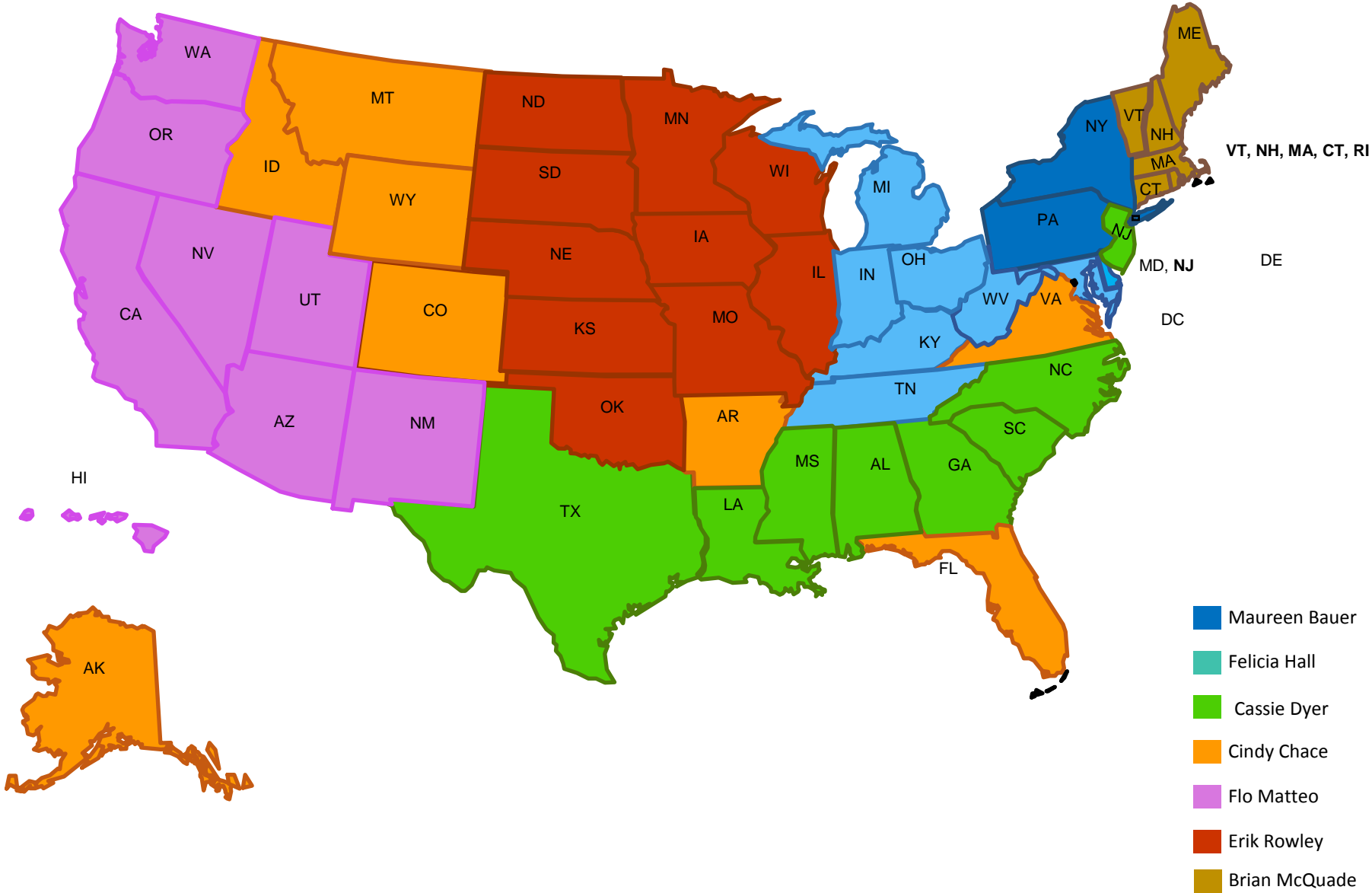
Tom Dames
Contractor's Name (Print)

Director - UPS Government Sector
Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Kari Baardson	801.538.3283	kbaardson@utah.gov	MA065

- To establish a new UPS account, please send an e-mail to state@ups.com
or
- Contact your assigned UPS Director (please see subsequent slides for alignment and contact detail)

2016 UPS State Government Sales Alignment – EAM Territories



2016 UPS State Government Sales Team Contacts

State	Director, Enterprise Accounts	Phone	Email
AK	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
AL	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
AR	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
AZ	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
CA	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
CO	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
CT	Brian McQuade	Phone : 203-394-8162	bmcquade@ups.com
DC	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
DE	Maureen Baer	Phone : 717-329-0049	mebaer@ups.com
FL	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
GA	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
HI	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
IA	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
ID	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
IL	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
IN	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
KS	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
KY	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
LA	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
MA	Brian McQuade	Phone : 203-394-8162	bmcquade@ups.com
MD	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
ME	Brian McQuade	Phone : 203-394-8162	bmcquade@ups.com
MI	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
MN	Erik Rowley	Phone: 612-655-6228	erowley@ups.com

2016 UPS State Government Sales Team Contacts

State	Director, Enterprise Accounts	Phone	Email
MO	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
MS	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
MT	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
NC	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
ND	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
NE	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
NH	Brian McQuade	Phone : 203-394-8162	bmcquade@ups.com
NJ	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
NM	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
NV	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
NY	Maureen Baer	Phone : 717-329-0049	mebaer@ups.com
OH	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
OK	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
OR	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
PA	Maureen Baer	Phone : 717-329-0049	mebaer@ups.com
RI	Brian McQuade	Phone : 203-394-8162	bmcquade@ups.com
SC	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
SD	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
TN	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
TX	Cassie Dyer	Phone: 404-519-9682	cassiedyer@ups.com
UT	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
VA	Cindy Chace	Phone: 954-465-3513	cchace@ups.com
VT	Brian McQuade	Phone : 203-394-8162	bmcquade@ups.com
WA	Flo Matteo	Phone : 602-758-8654	fmatteo@ups.com
WI	Erik Rowley	Phone: 612-655-6228	erowley@ups.com
WV	Felicia Hall	Phone: 240-417-4773	fhall@ups.com
WY	Cindy Chace	Phone: 954-465-3513	cchace@ups.com

**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

Contractor: **United Parcel Service, Inc.** ("UPS" or "Contractor")

Participating State: **STATE OF MAINE** ("Participating State")

Master Agreement Number: 065

Participating State Contract Number:

Effective Date(s): March 20, 2017– November 27, 2021

This Participating Addendum between Contractor and Participating State, effective as of March 20, 2017 ("Participating Addendum"), is issued pursuant to that certain Master Agreement #MA065 (including Contractor's technical and pricing proposal and Contractor's Service Guide), executed between the Contractor and the State of Utah, effective January 7, 2017 ("NASPO ValuePoint Master Agreement"), the terms and conditions of which are incorporated herein by reference.

Participating Addendum 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 authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Rates: Multi

2. Participation: This Participating Addendum may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine ("Purchasing Entity(ies)"). 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:	United Parcel Service, Inc. Maureen Baer
Address:	55 Glenlake Parkway, Atlanta GA 30328
Telephone:	717-329-0049
Fax:	
Email:	mebaer@ups.com



**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

Participating State

Name:	State of Maine, Division of Purchases Terry DeMerchant
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7334
Fax:	207-287-6578
Email:	Terry.L.DeMerchant@maine.gov

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating State.

Participating State must check one of the boxes below.

☐ No changes to the terms and conditions of the NASPO ValuePoint Master Agreement are required.

☒ The following changes are modifying or supplementing the NASPO ValuePoint Master Agreement terms and conditions.

The following terms are hereby incorporated into this Participating Addendum:

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

ii. GOVERNING LAW This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.

iii. STATE HELD HARMLESS The contractor shall defend, indemnify and hold the Participating State and their officers, agencies, employees, harmless from and against any third party claims, damage, cost or liability, including reasonable attorney's fees and related costs for any or all injuries to persons or damage to tangible property arising from acts or omissions of the contractor, his employees or subcontractors or volunteers in performing work under this Participating Addendum.

Notwithstanding the foregoing, the Contractor shall not be liable under this Section 4(iii) to the extent such claim is caused by or results from the negligent acts of willful misconduct of the Participating State and the Contractor shall not be liable under this Section 4(iii) for claims arising from or relating to the loss, damage, delay, mis-delivery, or non-delivery of packages for which the services under this Participating Addendum are provided as such claims shall be governed by the terms of Contractor's Service Guide in effect at the time of shipping.

iv. NON-APPROPRIATION. Notwithstanding any other provision of this Participating Addendum, if the State does not receive sufficient funds to fund this Participating Addendum and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Participating Addendum.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Maine, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants under this Participating Addendum and the NASPO

NASPO ValuePoint
PARTICIPATING ADDENDUM





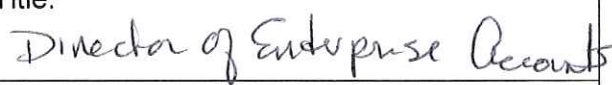


**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO ValuePoint Master Agreement.

6. Orders: Any order placed by a Participating State or Purchasing Entity for a product and/or service available from this Participating Addendum and the NASPO ValuePoint Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Participating Addendum and the NASPO ValuePoint Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of Maine, Division of Purchases	Contractor: United Parcel Service, Inc.
Signature: 	Signature: 
Name: Kevin Scheirer	Name: Maureen Baer
Title: Director of the Division of Purchases	Title: 
Date: 	Date: 

[Additional signatures may be added if required by the Participating Entity]

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
SERVICES 2016-2021**

Lead by the State of Utah

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	sberry@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.]***

Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

<i>The following information should refer to the State of Maine's anticipated Participating Addendum:</i>			
Contract Administrator:	Terry DeMerchant	Office/Division/Program:	Division of Purchases
Agreement Amount: \$	To be determined in the use of the MA	CT or MA Number:	MA 18P 17022200000000000096
Contract Start Date:	11/28/2016	Contract End Date:	11/27/2021
Vendor's Business Name:	United Parcel Service Inc	State of Maine VC Number for Vendor:	VS0000015651
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	United Parcel Service Inc 358 W Charlotte St Millersville, PA 17551 Tel : 717-329-0049 Email: mebaer@ups.com		
Type of Service/Commodity or Project Name:	Small package delivery service		
<i>The following information should refer to the pre-existing contract held by another state or entity:</i>			
Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	State of Utah	Entity Contact Name, Email Address, and Phone Number:	Brad Cummings Tel: 801-538-3232 Email: bcummings@utah.gov
Original RFP Name and Number:	Bid# BC16018 Small package delivery and express delivery services	Pre-existing Contract Name and Number (resulting from RFP):	MA 18P 12101500000000000108
Contract Start Date:	11/12/2012	Contract End Date:	3/18/2017

1.	What is the departmental need for this service or commodity?
	Agency statewide use for the mailing and delivery of small package delivery
2.	How was the pre-existing contract identified?
	NJPA Contract
3.	Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?
	FedEx and UPS have had pre-existing contracts – agency would get the best price from both and go with the lowest vendor.
Signature:	
Date:	2/23/17



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

CONTRACT #: MA065 (NASPO Master Agreement for Small Package Delivery Services)

Starting Date: 11/28/2018

Expiration Date: 11/27/2021

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and United Parcel Service, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions, Section "11: Price and Rate Guarantee Period" is deleted in its entirety and replaced with the following language:

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

Effective Date of Amendment: 7/1/2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Felicia Hall

6/21/2018

[Signature]

6/22/18

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Felicia Hall

Contractor's Name (Print)

Project Manager

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Cherilyn Hess	(801) 538-3709	chess@utah.gov	MA065



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: MA065 (NASPO Master Agreement for Small Package Delivery Services)

Starting Date: 11/28/2016

Expiration Date: 11/27/2021

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and UPS United Parcel Service, Inc. (Referred to as CONTRACTOR).

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

This contract will add a 3.5% rate increase. The parties also agree that Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions, Section "11: Price and Rate Guarantee Period" is deleted in its entirety and replaced with the following language:

11. Price and Rate Guarantee Period

All prices and rates must be guaranteed for one year. Following the initial one year period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at sixty (60) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

Effective Date of Amendment: 12/31/2018

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Felicia M. Hall
Felicia M. Hall (Dec 11, 2018)

Dec 11, 2018

Chris Hughes
Chris Hughes (Dec 11, 2018)

Dec 11, 2018

Contractor's Signature

Date

Director, State of Utah Division of Purchasing

Date

Felicia M. Hall

Contractor's Name (Print)

Project Manager

Title (Print)

For Division of Purchasing Internal Use

Purchasing Agent	Phone #	E-mail Address	Contract #
Cherilyn Hess	(801) 538-3709	chess@utah.gov	MA065

 Signed document emailed to Felicia M. Hall (fhall@ups.com), chess@utah.gov, Utah Division of Purchasing & General Services (sciquestadmin@utah.gov), and Chris Hughes (christopherhughes@utah.gov)

12/11/2018 - 9:03:14 AM PST



Adobe Sign