



**SMALL PACKAGE DELIVERY  
SERVICES 2016-2021**

Lead by the State of Utah

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

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

Master Agreement Number: **MA#065**

Participating State Contract Number:

This Participating Addendum between Contractor and Participating State, effective as of January 7, 2017 ("Participating Addendum"), is issued pursuant to that certain Master Agreement #MA065, executed between the Contractor and the State of Utah, effective November 28, 2016 ("NASPO Master Agreement"), the terms and conditions of which are incorporated herein by reference.

**Participating Addendum Terms and Conditions:**

1. Scope: This Participating 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 Participating State's statutes to utilize State contracts with the prior approval of the Participating State's Chief Procurement Official.
2. Participation: This NASPO Master Agreement 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 Montana. Issues of interpretation and eligibility for participation are solely within the authority of the Participating State's Chief Procurement Official.
3. Cooperative Purchasing: Under Montana law, public procurement units, as defined in 18-4-401, Montana Code Annotated ("MCA"), have the option of cooperatively purchasing with State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit ("Purchasing Entity(ies)"). Unless the Contractor objects, in writing, to Participating State's Procurement Bureau, the prices, terms, and conditions of this Participating Addendum will be offered to these Purchasing Entities. However, Participating State's Procurement Bureau makes no guarantee of any Purchasing Entities' participation in this Participating Addendum.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

Name:	Cindy Chace- Director of Sales
Address:	316 Pennsylvania Ave., 5 <sup>th</sup> Floor, Washington, DC 20003
Telephone:	954-465-3513
Fax:	202-675-4522
Email:	<a href="mailto:cchace@ups.com">cchace@ups.com</a>

Participating State

Name:	Rick Dorvall
Address:	125 N. Roberts St., Room 165, Helena, MT 59620
Telephone:	406-444-3366
Fax:	406-444-2529
Email:	<a href="mailto:Rickdorvall@mt.gov">Rickdorvall@mt.gov</a>

**5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO THE NASPO 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 Master Agreement are required.

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

5.1 ACCESS AND RETENTION OF RECORDS: Contractor shall provide the State of Montana, the Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance pursuant to 18-1-118, MCA.

5.2 ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent pursuant to 18-4-141, MCA.

5.3 COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Participating Addendum, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975,



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the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that the hiring of persons to perform this Participating Addendum will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Participating Addendum.

**5.4 CHOICE OF LAW AND VENUE:** Montana law governs this Participating Addendum. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees pursuant to 18-1-401, MCA.

**5.5 DEFENSE/INDEMNIFICATION:** Contractor agrees to indemnify, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all third-party (including Contractor's employees) claims, demands, liabilities, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions or alleged acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State under this Participating Addendum.

**5.6 REDUCTION OF FUNDING:** The Participating State must terminate this Participating Addendum if funds are not appropriated or otherwise made available to support the Participating State's continuation of performance of this contract in a subsequent fiscal period pursuant to 18-4-313(4), MCA. If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the Participating State shall terminate this Participating Addendum as required by law. The Participating State shall provide Contractor the date the Participating State's termination shall take effect. The Participating State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the Participating State shall be liable to Contractor only for the payment or prorated portion of the payment owed to Contractor up to the date the Participating State's termination takes effect. This is Contractor's sole remedy. The Participating State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**5.7 Annual Reporting Requirements:** By July 31st of each year, Contractor shall report annual purchases by the Participating States' agencies. Each report shall contain the product



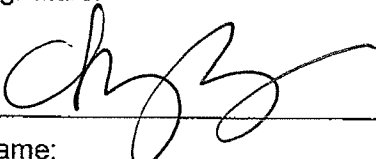
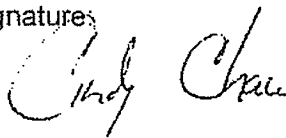
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description, total quantity sold/delivered, total dollars expended, and the Purchasing Entity. Annual reports shall reflect purchases for the previous 12-month period beginning on July 1st and ending on June 30th. The first report under this contract is due on or before July 31, 2017. The report should reference NASPO Master Agreement No: MA0065.

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Montana as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the Participating Addendum and the NASPO Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Participating Addendum and NASPO Master Agreement.
7. Orders: Any order placed by a Participating State or Purchasing Entity for a product and/or service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of Participating Addendum and the NASPO 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 Montana	Contractor: United Parcel Service, Inc.
Signature: 	Signature: 
Name: Cheryl Grey	Name: Cindy Chace
Title: Administrator	Title: Director of Sales
Date: 1/24/17	Date: 1/18/2017

Mike Manion 1-23-2017  
 Legal Counsel (Date)