

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-16-99-28-01
SMALL PACKAGE DELIVERY SERVICE
UTAH NASPO ValuePoint Master Agreement No. MA 454
FEDEX CORPORATE SERVICES, INC.

This Participating Addendum Number 7-16-99-28-01 is entered into between the State of California, Department of General Services (hereafter referred to as "DGS") and FedEx Corporate Services, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Price Agreement Number MA454.

1. SCOPE

- A. This Participating Addendum covers the purchase of services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Price Agreement Number MA 454 is hereby incorporated by reference.
- B. This Participating Addendum is available for use by all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. For the purposes of this agreement, a political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds.
- C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end 11/28/2021, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
 - 1) General Terms and Conditions (GTC-610), effective 6/9/2010. The ten page document can be viewed at:
<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- A. California Participating Addendum Number 7-16-99-28-01
- B. Utah NASPO ValuePoint Master Agreement Number MA 454
- C. Utah Solicitation MA 454 including all Addendums
- D. Contractor's response to the Utah Solicitation

5. AVAILABLE SERVICES

B. The following product and service offerings from the Utah NASPO ValuePoint Master Price Agreement Number MA 454 are allowed under this Participating Addendum:

- 1) Priority Overnight
- 2) FedEx Standard Overnight
- 3) FedEx 2 Day A.M.
- 4) FedEx 2 Day
- 5) FedEx Express Saver
- 6) FedEx Ground
- 7) FedEx Home Delivery Ground
- 8) FedEx Ground Multi-Weight

6. PRICING

A. Contractor must certify that firm rates will remain the same for at least one (1) year from the execution of the contract. Rate increase submissions may only occur on an annual basis. Contractor must submit request of the increase to the Lead State. The Lead State will review each rate increase submission and the Lead State may, at its discretion, utilize the PPI and CPI to reject, approve, or negotiate rate increases.

B. Contractor shall submit a Price List identifying all services offered under this Participating Addendum for the State's approval.

C. The Price List shall include the following:

- 1) Type of Service
- 2) Contract Price

D. State-approved Price List will be posted on the State's CalProcure website.

7. UTILIZING SUBCONTRACTORS

Contractors that utilize sub-haulers must provide the State of California the appropriate information in accordance with NASPO ValuePoint bid# BC16018 "General Provisions – 21. Insurance".

8. ORDERING AGENCY RESPONSIBILITIES

- A. State department and political subdivision/local government use of this Participating Addendum is optional.
- B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

9. DELIVERY

All deliveries under this Contract will be F.O.B. destination. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User, except as to latent defects or fraud. Contractor's failure to provide the Services by the required delivery date is deemed a material breach of this Contract. Contractor shall be responsible for the shipping and delivery of all packages.

10. INVOICING AND PAYMENT

- A. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

11. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCCOOPERATIVES@dgs.ca.gov.
- C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

- D. Tax must not be included in the report, even if it is on the purchase order.
- E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.
- G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

12. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:

State of California
 Department of General Services, Procurement Division
 Attention: Cooperative Agreement Program
 707 3rd Street, 2nd Floor, MS 2-202
 West Sacramento, CA 95605

- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

13. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor: FedEx Corporate Services, Inc.
Name: Elaine Heath
Phone: 858 450-9869
Fax: 901 471-5901
E-Mail: Elaine.heath@fedex.com
Address: 3650 Hacks Cross Road Bldg. E, 3rd
Floor
Memphis, TN 38125

- B. Should the Contractor Contract Manager information change, the Contractor will provide written notice with the updated information to the State Contract Administrator no later than ten business days after the change.

- C. The State Contract Administrator for this Participating Addendum shall be as follows:

Name: JJ ESPINOZA
Phone: 916 375-4393
Fax: 916 375-4663
E-Mail: JJ.ESPINOZA@DGS.CA.GOV
Address: State of California
Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

- D. Should the State Contract Administrator information change, the State will provide written notice with the updated information to the Contractor Contract Manager no later than ten business days after the change.

14. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

15. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

16. AGREEMENT

- A. This Participating Addendum and the Master Price Agreement together with its exhibits and/or amendments, 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 Master Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number MA 454, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

[Handwritten Signature]
Signature of Authorized Signer

Jim Jim Butler, Deputy Director
Printed Name and Title of Authorized Signer

November 22, 2016
Date Signed

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

FEDEX CORPORATE SERVICES, INC.

Contractor Name

Elaine Heath
Signature of Authorized Signer

Elaine Heath, WWAM
Printed Name and Title of Authorized Signer

11-18-16
Date Signed

3650 Hacks Cross Road, Bldg. E, 3rd Floor
Memphis, TN 38125
Address

