



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 1

CONTRACT #: MA454

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 FedEx Corporate Services, 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" shall read:

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

STATE OF UTAH

Elaine Heath 10-14-16
Contractor's Signature Date

Kent Beers 11/17/17
to Kent Beers Director Date
State of Utah Division of Purchasing

Elaine Heath
Contractor's Name (Print)

WWAM
Title (Print)

Purchasing Agent	Phone #	e-mail	Contract #
Kari Baardson	801.538.3283	kbaardson@utah.gov	MA454