

**PARTICIPATING ADDENDUM**

**AMENDMENT #1**

[hereinafter "Amendment"]

For

**NASPO VALUEPOINT *SMALL PACKAGE DELIVERY SERVICES***

**MASTER PRICE AGREEMENT NUMBER MA454**

Between

**FEDEX CORPORATE SERVICES, INC.**

[hereinafter "Contractor"]

and

The State of Nevada

[hereinafter "Participating State"]

(Participating State Contract Number: 3293)

**1. AMENDMENTS**

All provisions of the original Participating Addendum resulting from Master Agreement No. MA454 and the State of Nevada Contract No. 3293 remain in full force and effect with the exception of the following:

Paragraph #4c of the Participating Addendum will be replaced with the paragraphs below.

**Original Language**

c. Administrative Fee: The State, at its discretion, in accordance with the terms of the Master Agreement, may implement an administrative fee of not more than 2% on contracts procured or negotiated by the Division of Purchasing. This fee may be assessed over the term of the contract period. Contractor will be provided with 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases made under the Master Agreement.

**To be replaced by:**

**4.c.1 Administrative Fee**

4.c.1.1 Contractor agrees to provide a quarterly administrative fee to the State in the form of an electronic funds transfer (EFT) payment. The fee will be payable to the "State of Nevada Purchasing Division." The Administrative Fee will be one percent (1%) and will apply to all payments (net of returns, credits, or adjustments) received by the contractor for all products and services provided under the contract during the quarter beginning July 12, 2017.

4.c.1.2 All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the contractor for each contract.

4.c.1.3 The state will not issue an invoice for the Administrative Fee owed to the State. It is the responsibility of the vendor to pay the Administrative Fee with no prompting from the State. Contractor shall pay the quarterly Administrative Fee within forty five (45) days of quarter end (refer the schedule below).

4.c.1.4 Templates for the required quarterly reports listed below in Sections 4.c.2. and 4.c.3 may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: [nvpurch@admin.nv.gov](mailto:nvpurch@admin.nv.gov)

**4.c.2 Nevada Good of the State Quarterly Administrative Fee Report**

The contractor shall submit a Nevada Good of the State Quarterly Administrative Fee Report to the Purchasing Division. The report shall identify total payments (minus returns and credits) received by the contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

**4.c.3 Nevada Good of the State Quarterly Usage Report:**

The contractor shall submit a Nevada Good of the State Quarterly Usage Report to the Purchasing Division which shall provide the data element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract
Contract Name	
Contract Number	Master Contract Number on Page 1 of this document
Report Contact	Name of person completing the report on behalf of the contractor
Contact Phone	Phone number for the person completing the report
Contact Email	Email address of the person completing the report
Date Submitted	Date the Nevada Good of the State Quarterly Usage Report is submitted to the Purchasing Division
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract
Entity Type	Indicate the type of entity making the purchase: S for state agency E for university and community college system L for Legislative Counsel Bureau P for political subdivisions



	O for other authorized entities
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name
Purchase Description	Description of the product or service purchased
Work Plan/Contract Number	Work Plan/Contract number supplied by customer to contractor. Enter Work Plan/Contract number, Purchase Order number, or other authorization number/identifier. If procurement card is used, enter "PCard"
Work Plan/Contract Line Item	Line item number on the Work Plan/Contract
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service/project.
Unit Price	Unit price charged (excluding credits) for the product or service purchased
Extended Price	Total price—quantity delivered x unit price charged

**4.c.4 Fee Payment and Report Schedule:**

Contractor agrees to provide Administrative Fee, Nevada Good of the State Administrative Fee Report, and Nevada Good of the State Quarterly Usage Report to the purchasing division even if no payments are made in a quarter in accordance with the following schedule:

<b>Period End</b>	<b>Report Due</b>
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

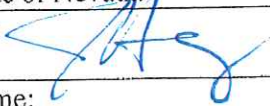
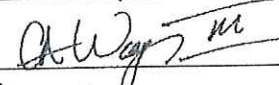
**4.c.5 Report Modifications:**

The contractor shall agree that the Purchasing Division reserves the right to modify the requested format and contents of the Nevada good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the contractor to change the timing for submission of the Nevada Good of the State Administrative Fee Report and/or the Nevada Good of the State Quarterly Usage Report. The contract shall understand and agree that if such an amendment is issued by the Purchasing Division, the contractor shall comply with all contractual terms, as amended.

**4.c.6 Timely Reports and Fees:**

If the quarterly Administrative Fee is not paid and quarterly reports are not received by forty five (45) days of quarter end, then the contractor will be in material breach of this contract.


IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by Contractor below.

Participating State: State of Nevada	Contractor: FedEx
By: 	By: 
Name: Jeffrey Haag	Name: Charles Wenger
Title: Administrator	Title: Worldwide Account Manager
Date: 6-29-2017	Date: June 16, 2017

  
Signature - Board of Examiners for James R. Wells

APPROVED BY BOARD OF EXAMINERS

On: 7/12/17  
Date

Approved as to form by: On:  Deputy Attorney General for Attorney General	  30 June 17 Date
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**SMALL PACKAGE DELIVERY SERVICES**  
Lead by the State of Utah

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Master Agreement #: MA454

Contractor: **FEDEX CORPORATE SERVICES, INC.**

Participating Entity: **STATE OF NEVADA**

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 of **Nevada** authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint 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 **Nevada**. 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:	Charles Wagner
Address:	3650 Hacks Cross Road, Building E, 3 <sup>rd</sup> Floor, Memphis, TN 38125
Telephone:	503-347-4638
Fax:	901-224-2960
Email:	<a href="mailto:Charles.Wagner@fedex.com">Charles.Wagner@fedex.com</a>

Participating Entity

Name:	Marcy Troescher
Address:	515 East Musser Street, Suite 300, Carson City, NV 86701
Telephone:	775-684-0199
Fax:	775-684-0188
Email:	<a href="mailto:mtroescher@admin.nv.gov">mtroescher@admin.nv.gov</a>



**SMALL PACKAGE DELIVERY SERVICES**  
Lead by the State of Utah

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

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

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

- a. Contract Term: This Contract shall be effective upon and subject to Board of Examiners' approval (anticipated to be March 14, 2017) to November 27, 2021, unless sooner terminated by either party.
  - b. Consideration: The parties agree that Contractor will provide the services as specified in the NASPO Master Agreement resulting from Contract # MA454 from the solicitation led by the State of Utah. Total contract amount shall not to exceed \$3,000,000.00. The contractual authority, as identified by the not to exceed amount, does not obligate the State of Nevada to expend funds or purchase goods or services up to that amount.
  - c. Administrative Fee: The State, at its discretion, in accordance with the terms of the Master Agreement, may implement an administrative fee of not more than 2% on contracts procured or negotiated by the Division of Purchasing. This fee may be assessed over the term of the contract period. Contractor will be provided with 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases made under the Master Agreement.
  - d. Termination for Non-appropriation: The continuation of this Contract/Participating Addendum beyond the biennium is subject to and contingent upon sufficient funds being appropriated budgeted and otherwise made available by the State Legislature and or federal sources. The State may terminate this contract and contractor waives any and all claim(s) for damages except such reasonable cancellation charges for orders already accepted by Contractor, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Agency's funding from State or Federal sources is not appropriated or is withdrawn, limited or impaired.
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Nevada as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.




**SMALL PACKAGE DELIVERY SERVICES**  
 Lead by the State of Utah

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices provided by selecting the rate option Single with MBG, as well as other terms and conditions of) the 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 Addendum as of the date of execution by both parties below.


Participating Entity: State of Nevada	Contractor: FedEx Corporate Services, Inc.
Signature: 	Signature: 
Name: Jeffrey Haag	Name: Charles Wagner
Title: Administrator	Title: Worldwide Account Manager
Date: 2-6-2017	Date: 2/3/2017

APPROVED BY BOARD OF EXAMINERS	
	
Signature – Board of Examiners	On: _____
	3/14/17 Date

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



**SMALL PACKAGE DELIVERY SERVICES**  
Lead by the State of Utah

Approved as to form by: On:	
	7 Feb 17
Deputy Attorney General for Attorney General	Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

*[Please email fully executed PDF copy of this document to  
[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)  
to support documentation of participation and posting in appropriate data bases.]*