



Office of Procurement and Contracts  
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Topeka, KS 66612

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[www.admin.ks.gov/offices/procurement-and-contracts](http://www.admin.ks.gov/offices/procurement-and-contracts)

Laura Kelly, Governor

## CONTRACT AWARD

**Contract ID:** 000000000000000000051104  
**NASPO ValuePoint:** Led by the State of Utah, Contract MA454  
**Procurement Officer:** Neal Farron  
**Telephone:** 785/296-3122  
**E-Mail Address:** [neal.farron@ks.gov](mailto:neal.farron@ks.gov)  
**Web Address:** <http://admin.ks.gov/offices/procurement-and-contracts>

**Item:** Small Package Delivery Services

**Agency/Business Unit:** Statewide

**Period of Contract:** From contract execution through Nov 27, 2026  
(Renewals may be available)

**Contractor:** FedEx Corporate Services, Inc.  
900 7<sup>th</sup> Street NW, Suite 550  
Washington, DC 20001  
FEIN: 71-0427007  
SMART Supplier ID: 0000159450  
Account Manager: Joselyn Henderson  
Local Telephone: 816-309-1546 / 800-463-3339  
Website: [www.fedex.com](http://www.fedex.com)  
Email: [jchenderson1@fedex.com](mailto:jchenderson1@fedex.com)

Account Assistance:  
Email: [govtsupport@fedex.com](mailto:govtsupport@fedex.com)  
General inquiries and tracking: 1-800-463-3339

**Political Subdivisions:** Pricing is available to the political subdivisions of the State of Kansas.

**Procurement Cards:** Agencies may use a P-Card for purchases from this contract.

**Administrative Fee:** Administrative Fees have been incorporated into the invoice prices of this contract.

**Pricing:** Multiple Award Pricing

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The above referenced contract award was recently posted to Procurement and Contracts website. The document can be downloaded by going to the following website: <http://www.ks.gov/purch/Contracts/>

This is a Participating Addendum for Small Package Delivery Services with NASPO ValuePoint cooperative. The lead state is the State of Utah.

**General Description**

This contract is for express small package air, expedited ground and delivery services. Scope of services include intrastate, interstate and international services for inbound and outbound shipping needs.

FedEx has cost-competitive, value-driven shipping solutions to meet the needs of each participating state. Whatever you're shipping, you primarily send it with the convenience and care of affordable, fast FedEx Ground. You get industry-leading, cost-effective seven-day-a-week ground service with next-business-day delivery to destinations within 400 miles of shipment origin at no additional cost. And, our newly automated hubs mean faster, smoother processing. For your most urgent shipments, our iconic FedEx Express service provides time-definite service ranging from same-day to overnight and 2-to 3-day delivery. You can reach more than 220 countries in just hours or in 1, 2, or 3 business days.

Note: FedEx has a portfolio of solutions covered by this contract, Express, Ground, Freight, Logistics and other Services.

The Cooperative website can be found here: <https://www.naspovaluepoint.org/portfolio/small-package-delivery-services/fedex-corporate-services-inc/>

The website will have the latest price list; however, an additional administrative fee may be added.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



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

Master Agreement #: MA454  
Contractor: **FEDEx CORPORATE SERVICES INC**  
Participating Entity: **STATE OF KANSAS**

State of Kansas Contract Number: 000000000000000000051104

**Scope and Participation:**

1. Scope:
  - This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.
2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of Utah and Contractor for Small Package Delivery Services. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each agency and political subdivision will be responsible for their own charges, fees, and liabilities, and for following their entity's procurement policies.

3. Term:
  - This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

**CONTRACTOR:**

Name:	Joselyn Henderson
Address:	900 7 <sup>th</sup> St NW, Suite 550, Washington DC 20001
Telephone:	800-463-3339 or 816-309-1546
website	www.fedex.com
Email:	<a href="mailto:jchenderson1@fedex.com">jchenderson1@fedex.com</a>

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



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

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**PARTICIPATING ENTITY:**

Name:	Neal Farron
Address:	State of Kansas, Department of Administration, Office of Procurement and Contracts 900 SW Jackson, Rm 451S Topeka, KS 66612
Telephone:	785-296-3122 (direct) or 785-296-2376
Fax:	785-296-7240
Email:	<a href="mailto:Neal.Farron@ks.gov">Neal.Farron@ks.gov</a>

**Participating Entity Modifications and Additions to the Master Agreement**

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- (a) The laws of the State of Kansas shall govern this Participating Addendum.
- (b) State of Kansas Contractual Provisions Attachment, DA-146a attached and incorporated into this Participating Addendum will have prior precedence over the Order of Precedence for the Master Agreement.
- (c) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: <https://admin.ks.gov/offices/chief-financial-officer/travel-information-for-state-employees> - unless otherwise agreed upon with the Purchasing Entity.
- (d) Leasing (and alternative financing methods) for State of Kansas agencies is outside the scope of this agreement unless authorized in written prior approval by the State Chief Procurement Official for an individual order. For the avoidance of doubt, the parties acknowledge and agree that this provision is not intended to prevent subscription orders under this Participating Addendum.
- (e) Upon request of the Purchasing Entity, the Contractor and Subcontractors shall accept a Business Procurement Card (BPC) or other like instrument in lieu of a warrant for payment under this agreement. No additional charges will be allowed for using the BPC (credit card).
- (f) Reports and Administrative Fees:  
The Contractor shall submit reports and administrative fees to the Office of Procurement and Contracts for all acquisitions, less returned product ("actual, net invoice sales"), made from this Participating Addendum. These items are to be submitted no later than 60 days following the end of each calendar year quarter. The report should include as a minimum the agency name, quantity, description and amount. The report is to be provided electronically to [reports@ks.gov](mailto:reports@ks.gov). The Administrative Fee is to be one percent (1.0% or 0.01). The Administrative Fee shall be made in check form, payable to the "State of Kansas - Procurement and Contracts".
- (g) All Administrative Fees will be incorporated into the quoted and invoiced unit prices of this contract.

NASPO ValuePoint

**PARTICIPATING ADDENDUM**



**SMALL PACKAGE DELIVERY SERVICES**

Led by the State of Utah

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(h) When the Master Agreement is renewed or extended this Participating Addendum is also renewed and extended. Whenever the Master Agreement is updated, changed, amended, or offerings deleted or added those items shall automatically be applicable to this Participating Addendum.

(i) This contract is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.

(j) A State of Kansas, Tax Clearance Certificate is required to execute this contract.

(k) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute this contract.

(l) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.

(m) The contractor acknowledges the assigned State of Kansas contract number is:  
000000000000000000051104

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. Lease Agreements: Leasing (and alternative financing methods) for State of Kansas agencies is outside the scope of this agreement unless authorized in written prior approval by the State Chief Procurement Official for an individual order. For the avoidance of doubt, the parties acknowledge and agree that this provision is not intended to prevent subscription orders under this Participating Addendum.

Political subdivisions or educational entities that have the authority may finance the purchases from this Master Agreement. If financing is through a lease agreement, that agreement is solely between the Contractor and the entity.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity's state, as shown on Contractor's NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor's contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement. The Contractor is to obtain from subcontractors' information and fees as described in section 4, part f and supply to the State of Kansas.

7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under, and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order. All Political Subdivisions are responsible for processing Purchase orders directly with the Contractor.

NASPO ValuePoint  
**PARTICIPATING ADDENDUM**





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

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

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: Richard Beattie	Name: Joselyn Henderson
Title: Director of Procurements and Contracts	Title: Worldwide Account Manager
Date: November 18th, 2021	Date: November 18, 2021

State of Kansas  
Department of Administration DA-146a  
(Rev. 07-19)

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 27 day of November, 2021.

- Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
- Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.
- Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until

the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.