

**SMALL PACKAGE DELIVERY SERVICES  
2021-2026**

Led by the State of Utah

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

**Scope and Participation:**

1. Scope:

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement.

Type of Rates: Multi

This Participating Addendum includes the entire scope of the products and services available through the Master Agreement, except the following:

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

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.

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.

This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:



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**CONTRACTOR:**

Name:	FedEx Corporate Services Inc
Address:	900 7 <sup>th</sup> Street NW Washington, DC 20001
Telephone:	732-673-6130
Fax:	
Email:	whlinkin@fedex.com

**PARTICIPATING ENTITY:**

Name:	Kimberly Hanson, Purchasing Agent
Address:	25 Capitol Street, Concord, NH 03301
Telephone:	603-271-0579
Fax:	603-271-2700
Email:	Kimberly.D.Hanson1@das.nh.gov

**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.
- 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:**

4.1 Add to Section 14.2

14.2.1 Confidentiality of data shall be governed by N.H. RSA chapter 91 A or other existing law. Disclosure of data requires prior written approval of the State.

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4.2 Replace 12.1 with the following:

**INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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. ***Reserved***

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.

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.



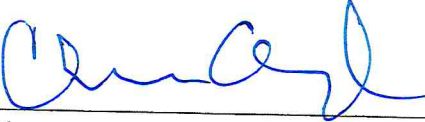
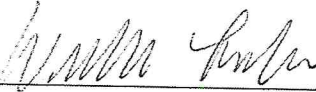
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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY

CONTRACTOR

Signature: 	Signature: 
Name: Charles Arlinghaus	Name: William Linkin
Title: Commissioner	Title: Worldwide Account Manager
Date: 11-29-21	Date: 11/5/2021

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [ccc@naspovaluepoint.org](mailto:ccc@naspovaluepoint.org).

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).