

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the **State of Utah**

Master Agreement #: MA454

Contractor: **FEDEX CORPORATE SERVICES INC**

Participating Entity: **STATE OF IDAHO**

Scope and Participation:

1. Scope:

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

Idaho chooses to participate in the Multiple National Carrier pricing option.

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:	Charles Wagner
Address:	900 7 th Street NW Suite 550 Washington DC 20001
Telephone:	503-347-4638
Fax:	
Email:	charles.wagner@fedex.com

PARTICIPATING ENTITY:

Name:	Patrick Murphy
Address:	650 West State St Boise, ID 83720
Telephone:	208-332-1610
Fax:	208-327-7320
Email:	patrick.murphy@adm.idaho.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 Amendments: Amendments to the Master Agreement, including but not limited to extensions, renewals, and modifications to the terms, conditions, and pricing, will automatically be incorporated in this PA unless the Participating Entity elects not to incorporate an amendment by providing written notification to the Contractor, which notice must be provided within ten (10) working days of the date of the amendment to the Master Agreement, in order to be effective. Failure to provide notice in accordance with this Section will result in the Master Agreement amendment automatically being incorporated in this PA.

4.2 Governing Law: Notwithstanding any provision to the contrary, the state of Idaho's PA and all orders issued under the PA by Ordering Entities within the state of Idaho, shall be construed in accordance with and governed by the laws of the state of Idaho. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in full force and effect. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).



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4.3 Idaho Administrative Fee and Quarterly Usage Report: A one and one-quarter percent (1.25%) Administrative Fee will apply to all purchases made under the resulting PADD by any state or public agency in Idaho, the State of Idaho understands and agrees that Contractor will raise the Master Agreement prices by this amount. On a quarterly basis, the Contractor must remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly sales made under the PADD. Administrative Fee payments and reports to the State of Idaho are due no later than thirty (30) calendar days after the end of each calendar quarter. Notwithstanding the adjustment, all pricing updates and other terms and conditions of pricing shall be as set forth in the Utah Master Agreement No. MA454 FedEx).

<u>Reporting Timeline (Fiscal Year Quarters):</u>	<u>Fee and Report Due:</u>
1st Quarter: July 1 – September 30	October 31 st
2nd Quarter: October 1 – December 31	January 31 st
3rd Quarter: January 1 – March 31	April 30 th
4th Quarter: April 1 – June 30	July 31 st

Upon mutual agreement Contractor will provide detailed usage reports as requested by the State. In addition to any required detailed usage reports, Contractor must also submit a summary quarterly report of purchases made from the Contract utilizing the PADD Summary Usage Report Form available for download at <https://purchasing.idaho.gov/information-for-vendors/> . A Summary Usage Report Form must be submitted for each quarter (enter "0" if no purchases were made during a quarter) and must include a breakdown of purchases by Entity Type (i.e. State Agency, Higher Education, K-12, City, County and 'other'), as provided on the Form.

E-mail your completed Quarterly Summary Usage Reports to:
purchasing@adm.idaho.gov.

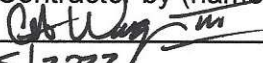
Mail your check, in the amount of the Quarterly Administrative Fee, to:
 Division of Purchasing, State of Idaho
 P.O. Box 83720
 Boise, ID 83720-0075

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4.4 Certification Concerning Boycott of Israel: On April 26, 2021, Governor Little signed Senate Bill 1086. The bill creates a new section of code requiring all public entities in Idaho to insert a certification regarding boycotts of Israel in contracts and renewals of contracts that are effective on or after July 1, 2021. Contractor must agree to the following certification: failure to do so will result in the state of Idaho not being able to award this PA. Do you certify as follows?

Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

X
Yes, we certify per the above _____
No, we do not certify

Certified for Contractor by (name and title): Charles Wagner World wide Account Manager
Signature: 
Date: 2/25/2022

4.5 Termination of Convenience: Either party may terminate the Contract (and/or any order issued pursuant to the Contract) for convenience when the termination has been provided with thirty (30) days written notice.

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. 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.
6. 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.

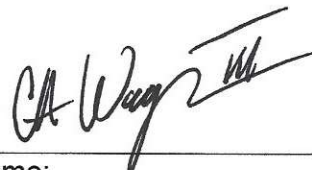
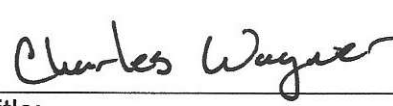

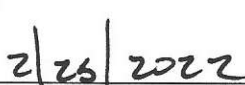


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IN WITNESS, WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

PARTICIPATING ENTITY

CONTRACTOR

Signature:	Signature: 
Name: Patrick Murphy	Name: 
Title: Purchasing Officer	Title: 
Date: <i>See signature block</i>	Date: 

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at ccc@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.