

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

Master Agreement #: **MA454**

Contractor: **FEDEx CORPORATE SERVICES INC.**

Participating Entity: **STATE OF RHODE ISLAND**

Scope and Participation:

1. Scope:

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

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.

- Single Carrier Rate

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.

2. 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.

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



SMALL PACKAGE DELIVERY SERVICES
Led by the State of Utah

CONTRACTOR: FedEx Corporate Services Inc.

Name:	William Linkin
Address:	900 7 th Street NW, Suite 550 Washington, DC 20001
Telephone:	(732) 673 6130
Fax:	-
Email:	whlinkin@fedex.com

PARTICIPATING ENTITY: State of Rhode Island

Name:	Jonathan Nadeau
Address:	Division of Purchases – One Capitol Hill, Providence, RI 02908
Telephone:	401-574-8133
Fax:	401-574-8387
Email:	jonathan.nadeau@purchasing.ri.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:**
 - Any Purchase Agreement arising from a Participating Addendum shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, *et. seq.*
 - The Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase located at <https://rules.sos.ri.gov/regulations/part/220-30-00-13>, with the following modifications:
 - 13.11 – Ownership. Ownership of all data, material, and documentation prepared for the State shall be mutually agreed upon by the parties.
 - 13.14 – Set-Off Against Payments. In the event that a vendor is delinquent in State taxes or subject to a tax lien for any reason, any payments issued thereto may be subject to set-off automatically pursuant to the Rhode Island Division of Taxation and without the knowledge, input, or action by the Division of Purchases pursuant to R.I. Gen. Laws Title 44 ("Taxation").
 - 13.15(A) – Setoff. Deleted.

SMALL PACKAGE DELIVERY SERVICES

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- 13.20(B). Vendor who fails to commence within the time specified or complete an award made for repairs, alterations, construction, or any other service may be considered to be in default of Contract. The State Purchasing Agent may contract for completion of the work with another Vendor and seek reimbursement of all costs and expenses from the defaulting Vendor and/or its surety and pursue all rights and remedies at law or in equity.
- 13.22(A)(11). In the best interest of the State, the State Purchasing Agent reserves the right to request Vendor's immediate removal of any Vendor employee, subcontractor or agent working on a State Contract for a lawful reason and based on a good faith belief that the individual is not acting in an appropriate, professional and/or commercially reasonable manner. Upon receipt of such request, Vendor will immediately meet with the State Purchasing Agent to reach a mutually acceptable resolution.
- Section 13.25(A) – Subcontracting. Deleted.
- General Conditions Addendum A, Schedule A1:
<https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>
- Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.
- Vendor(s) must register in Ocean State Procures (OSP) before a Participating Addendum may be executed.
- Master Price Agreement Contract Administrative Fee:

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020, all MPA contracts shall be assessed the 1% contract administrative fee.



SMALL PACKAGE DELIVERY SERVICES
Led by the State of Utah

- Quarterly Reporting and Administrative Fee Schedule.

Usage reports are due within thirty (30) days following the end of quarter close. The usage report and administrative fee submission schedule is outlined in the table below. All reporting entries are based on Net Revenue Sale.

USAGE REPORT PROCESSING MONTH	USAGE REPORTS DUE BY	ADMINISTRATIVE FEE PAYMENT DUE BY
JANUARY 1 – MARCH 31	APRIL 30	MAY 31
APRIL 1 – JUNE 30	JULY 31	AUGUST 31
JULY 1 – SEPTEMBER 30	OCTOBER 31	NOVEMBER 30
OCTOBER 1 – DECEMBER 31	JANUARY 31	FEBRUARY 28

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.

4. Lease Agreements: Not applicable.
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:
	<i>William Linker</i>
Name: Amanda Rivers	Name: <i>William Linker</i>
Title: Deputy Purchasing Agent	Title: <i>Worldwide Account Manager</i>
Date: 3/17/2022	Date: <i>3/17/22</i>

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.