

**PARTICIPATING ADDENDUM**



**SMALL PACKAGE DELIVERY SERVICES**

Led by the **State of Utah**

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**Master Agreement #: MA454 – Rhode Island SC-1000001238**

**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:

**PARTICIPATING ADDENDUM**



**SMALL PACKAGE DELIVERY SERVICES**

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**CONTRACTOR: FedEx Corporate Services Inc**

Name:	Derrick MA
Address:	7303 Cushing Road Manassas, VA 20109
Telephone:	516-246-0021
Fax:	-
Email:	-

**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:	<a href="mailto:jonathan.nadeau@purchasing.ri.gov">jonathan.nadeau@purchasing.ri.gov</a>

4. 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 (link below).

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.

General Conditions of Purchase link: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>  
 General Conditions Addendum A link: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>

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.



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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.

Vendors must register in Ocean State Procures (OSP™) before a Participating Addendum may be executed.

**CONTRACT ADMINISTRATIVE FEE:**

**Contract Administrative Fee.** *In 2025, the General Assembly amended the “State Purchases Act” via R.I. Gen. Laws § 37-2-12(b) to authorize the Chief Purchasing Officer to establish, charge and collect from State contractors a contract administrative fee not to exceed one-third of one percent (0.33%) of the total value of the annual spend against a contract awarded to a State contractor. All contract administrative fees collected pursuant to this subsection shall be deposited into a restricted receipt account which shall be used for the purposes of implementing, maintaining, or operating technology for the submission and processing of bids, online vendor registration, bid notification, and other costs related to State procurement including staffing. In accordance with this legislative initiative, the contract administrative fee shall be applicable to all Contracts/Purchase Orders issued by the State of Rhode Island except for those services whose fees are otherwise set in statute or exempt from competitive procurement pursuant to applicable provisions of 220-RICR-30-00-9 and 220-RICR-30-00-10. Therefore, effective January 1, 2026, all eligible contracts shall be assessed the 0.33% contract administrative fee.*

**Quarterly Sales Reporting and Contract Administrative Fee Payment.** *Vendors must submit a report to the Division of Purchases on a quarterly basis that delineates all invoiced amounts expended within 30 days of the close of each calendar quarter. Reports must be submitted via email to the Buyer of record and [doa.purchasing@purchasing.ri.gov](mailto:doa.purchasing@purchasing.ri.gov). A check made payable to RI Division of Purchases, and delivered to Chief of Staff, RI Division of Purchases, FL 2, One Capitol Hill, Providence, RI 02908 for the cumulative fee owed for that quarter in accordance with R.I. Gen. Laws § 37-2-12(b) is due within 60 days of the close of each calendar quarter. All reporting entries and corresponding fee calculations should be based on and capture net sales. The report and contract administrative fee submission schedule is outlined in the table below.*

<b>Report/Fee Quarter</b>	<b>Report Due By Date</b>	<b>Administrative Fee Payment Due By Date</b>
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



**SMALL PACKAGE DELIVERY SERVICES**  
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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: **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.

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: <b>Jay Hauser</b>	Name: Derrick Ma
Title: <b>Director, State Purchasing Agent</b>	Title: Worldwide Account Manager
Date: <b>05/13/2026</b>	Date: 05/12/2026

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at [ccc@naspovlauepoint.org](mailto:ccc@naspovlauepoint.org). Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org).