IDAHO

Idaho Division of Purchasing

Participating Addendum

Purchase Order Name: Small Package Delivery Services FedEx

Contract Number: PADD20221082

Contract Value: 500,000.00 USD

Purchase Order Date: 11/28/2021

Submitted By: Travis Vasceannie, Patrick Murphy

Supplier Shipping Details

FEDEX Ship FOB: Other

6625 Lenox Park Blvd 3rd floor

Memphis Shipping Instructions: Ship to Ordering

TN, 83328 Agency

Phone: +1 503-347-4638Fax: +1 000-000-0000

Email: charles.wagner@fedex.com

Bill To Address Ship To Address

Agency

DOP - Various State Agencies Ship to Ordering

State of Idaho

Various Locations See Below for Details on Specific Locations Various, Idaho 83702

 Phone:
 208-327-7465
 Phone:
 208-327-7465

 Fax:
 208-327-7320
 Fax:
 208-327-7320

Email:purchasing@adm.idaho.govEmail:purchasing@adm.idaho.govMail Stop:DOP - Various LocationsMail Stop:DOP - Various Locations

Payment Details

Payment Terms: Net 30

Participating Addendum

NOTICE OF STATEWIDE CONTRACT (PADD) AWARD

IDAHO

This Contract is for Small package delivery service, awarded pursuant to State of Utah Master Agreement MA454 FedEx, issued as a cooperative contract in conjunction with NASPO ValuePoint. This Contract is issued on behalf of State of Idaho Agencies, institutions, departments, and eligible public agencies as defined by Idaho Code Section 67-2327 and shall be for the period noted above. It may be amended, renewed, or extended upon mutual, written agreement of the parties, as detailed in the RFP.

Contract Type: Open

Public Agency Clause: Yes

Contractor Contact: Charles Wagner

Phone: +1 503-347-4638

E-mail: charles.wagner@fedex.com

This Contract is to be drawn upon as requested by the Ordering Agency for the period noted above. THIS NOTICE OF AWARD IS NOT AN ORDER TO SHIP. Purchase orders against this PADD will be furnished by the Ordering Agency on whose behalf this Contract is made. Contractor must ship and bill directly to the Ordering Agency. DO NOT INVOICE DOP unless DOP is the Ordering Agency. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: DOP can only give approximations of quantities; no maximum or minimum quantities can be guaranteed.

This PADD, including any attached files, constitutes the State of Idaho's acceptance of your signed Proposal (including any electronic submission), which is incorporated herein by reference. In the event of any inconsistency, precedence shall be given in the following order:

- 1. This PADD
- 2. State of Utah's original sourcing event, CH21-26
- 3. The Contractor's signed Proposal

Signature: Patrick Murphy

Signed By: Patrick Murphy Digitally signed by Patrick Murphy Date: 2022.02.25 14:18:15-0700'

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.

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

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

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).

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

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).

Reporting Timeline (Fiscal Year Quarters): Fee and Report Due:

1st Quarter: July 1 – September 30
2nd Quarter: October 1 – December 31
3rd Quarter: January 1 – March 31
4th Quarter: April 1 – June 30

October 31st
January 31st
April 30th
July 31st

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

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

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		
	No, we do not certify	
Certified for Contractor by (name Signature:	and title): Charles Wagner	World wice known Many

<u>4.5 Termination of Convenience:</u> 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. <u>Subcontractors</u>: 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.

PARTICIPATING ADDENDUM



SMALL PACKAGE DELIVERY SERVICES

Led by the State of Utah

PARTICIPATING ENTITY

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

CONTRACTOR Signature: Signature: Digitally signed by Patrick Patrick Murphy Date: 2022.02.25 Murphy 14:02:01 -07'00' Name: Name: Patrick Murphy Title: Title: **Purchasing Officer** Date: Date: See signature block

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

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