



State of Idaho

**Participating Addendum****Purchase Order Summary**

**Purchase Order Name:** FedEx PADD

**Purchase Order Number:** PADD17200395

**Contract Number:**

**Purchase Order Date:** January 6, 2017

**Service Start Date:** January 6, 2017

**Service End Date:** November 27, 2021

**Submitted By:** Joseph Nelson Jr.

**Payment Method:** Invoice

**Payment Terms:** NET30

**Supplier**

Charles Wagner  
FEDEX  
6625 Lenox Park Blvd 3rd floor  
Memphis, TN 38115  
Phone: 503-347-4638

**Fax:**

**Email:** charles.wagner@fedex.com

**Buyer Contact**

Joseph Nelson Jr.  
Tel:208-332-1602  
Fax: 208-327-7320  
Joseph.Nelson@adm.idaho.gov

**Bill To Address**

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for Details  
on Specific Locations  
Various, Idaho 83702

**Phone:** 208-327-7465

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP - Various Locations

**Ship To Address**

DOP - Various State Agencies  
State of Idaho  
Various Locations  
See Below for Details  
on Specific Locations  
Various, Idaho 83702

**Phone:** 208-327-7465

**Fax:** 208-327-7320

**Email:** purchasing@adm.idaho.gov

**Mail Stop:** DOP - Various Locations

**Additional Information****Instructions**

This Contract is for Small Package Delivery Services pursuant to NASPO ValuePoint Master Price Agreement (MA454 administered by the State of Utah). This Contract is for the benefit of State of Idaho Agencies, Institutions, Departments and eligible political subdivisions or public agencies as defined by Idaho code, Section 67-2327. The Division of Purchasing or the Requisitioning Agency will issue individual Placement Forms against this Participating Addendum on an as needed basis.

**Contract Title:** Small Package Delivery Services MA454

**Contract Usage type:** MANDATORY USAGE

**PUBLIC AGENCY CLAUSE:** YES

**Contract Administration:** Joseph Nelson

Phone: 208-332-1602

Fax: 208.327-7320

Email: [joseph.nelson@adm.idaho.gov](mailto:joseph.nelson@adm.idaho.gov)

FedEX Contact: Charles Wagner

Phone: 503-347-4638

Fax: 901-224-2960

Email: [charles.wagner@fedex.com](mailto:charles.wagner@fedex.com)

CONTRACTOR: Ship to the FOB Destination and Bill Directly to the Ordering Agency as outlined on the Placement Form. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the PADD Number or PO Number will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for the figures given in this document.

Quantity	Back Order	Unit	Supplier Part Number	Item Description	Commodity Code	Unit Price	Tax	Total
1.00	0	EA	#1	Small Package Delivery Services (2016-2021)	91559	2,000,000.00	\$0.00	\$2,000,000.00

**Delivery Date:** January 6, 2017  
**Shipping Method:** Delivery  
**Shipping Instructions:**  
**Ship FOB:** Destination  
**Special Instructions:**  
**Internal Comments:**

**TOTAL: (USD)** \$2,000,000.00

Signature: 

Signed By:



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SERVICES 2016-2021**  
Lead by the State of Utah

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Master Agreement #: MA454

Contractor: **FEDEX**

Participating Entity: **STATE OF IDAHO**

The following products or services are included in this contract portfolio:

Scope: This addendum covers Small Package Delivery Services for State Agencies, political subdivisions and entities.

All state governmental entities within the State of Idaho and public agencies (as defined by Idaho Code, section 67-2327) are hereby authorized to purchase products and services under the terms and conditions of the NASPO ValuePoint Master Price Agreement. These public agencies included any city or political subdivision of the State of Idaho, including, but not limited to counties, school districts, highway districts, port authorities, instrumentalities of counties, cities, or any political subdivision created under the law of the State of Idaho, and public schools and institutions of higher education. It will be the responsibility of the public agency to independently contract (i.e. issue purchase orders) with the contractor and/or comply with any other applicable provisions of Idaho Code governing public contracts.

**Master Agreement Terms and Conditions:**

1. **Scope:** This addendum covers the *Small Package Delivery Services* led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Idaho. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

Name:	Charles Wagner, FedEx Worldwide Account Manager
Address:	3650 Hacks Cross Rd, Bldg. # 3 <sup>rd</sup> Floor, Memphis, TN 38125
Telephone:	503-347-4638
Fax:	901-224-2960
Email:	Charles.Wagner@FedEx.com

Participating Entity

Name:	Joseph Nelson
Address:	650 W State St., B-15 P.O. Box 83720, Boise ID 83720-0075
Telephone:	208-332-1602
Fax:	208-327-7465
Email:	<a href="mailto:joseph.nelson@adm.idaho.gov">joseph.nelson@adm.idaho.gov</a>

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

Notwithstanding any provisions in the Master Agreement to the contrary, the following shall apply to this PADD:

- 4.1 Assignment: In accordance with Idaho Code 67-5726(1), no contract or order or any interest therein (i.e. this PADD or individual orders placed against this PADD) shall be transferred by the Contractor to whom such contract or order is given to any other party, without the approval in writing of the Administrator of the Division of Purchasing. Transfer of a contract without approval shall cause the annulment of the contract so transferred, at the option of the

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Participating State. All rights of action, however, for any breach of this PADD by the contracting parties are reserved to the Participating State.

- 4.2 **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 PADD unless the Participating State elects not to incorporate an amendment by providing written notification to 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 PADD.
- 4.3 **Governing Law:** Notwithstanding any provision to the contrary, the state of Idaho's PADD and all orders issued under the PADD 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 PADD shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PADD is held to be invalid or unenforceable by a court, the remaining terms of this PADD will remain in full force and effect. Except to the extent the provisions of the PADD are clearly inconsistent therewith, the PADD shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC).
- 4.4 **Administrative Fee and Quarterly Usage Report:** The prices to be paid by the Ordering Entities shall be inclusive of a one and one quarter percent (1.25%) Administrative Fee (the Participating State understands and agrees that Contractor will raise the negotiated Price Agreement prices by this amount). This additional percentage represents the Ordering Entity's contract usage administrative fee. On a quarterly basis, Contractor will remit to **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075** an amount equal to one and one quarter percent (1.25%) of Contractor's net (sales minus credits) quarterly Contract sales

*For Example: If the total of your net sales to Ordering Entities for one quarter = \$10,000, you would remit  $\$10,000 \times 0.0125 = \$125$  to the Division of Purchasing for that quarter, along with the required quarterly usage report.*

Contractor will furnish detailed usage reports as mutually agreed to the Participating 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 [http://purchasing.idaho.gov/vendor\\_forms.html](http://purchasing.idaho.gov/vendor_forms.html). 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.



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Reporting Time Line (Fiscal Year Quarters):		Fee and Report Due:
1 <sup>st</sup> Quarter	July 1 - Sept 30	October 31st
2 <sup>nd</sup> Quarter	Oct 1 - Dec 31	January 31st
3 <sup>rd</sup> Quarter	Jan 1 - Mar 31	April 30 <sup>th</sup>
4 <sup>th</sup> Quarter	Apr 1 - Jun 30	July 31 <sup>st</sup>

E-mail your completed Quarterly Summary Usage Reports to [purchasing@adm.idaho.gov](mailto:purchasing@adm.idaho.gov).

Mail your check, in the amount of the Quarterly Administrative Fee, to: **State of Idaho, Attn: Division of Purchasing, PO Box 83720, Boise, Idaho 83720-0075.**

5. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Idaho, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices 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 such order.



NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



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

Participating Entity: <i>Dept of Admin Division of Purchasing</i>	Contractor: FedEx
Signature: <i>Joseph Nelson</i>	Signature: <i>Charles Wagner</i>
Name: <i>Joseph Nelson</i>	Name: Charles Wagner
Title: <i>Buyer</i>	Title: Worldwide Account Manager
Date: <i>1/6/2017</i>	Date: 1/3/2017

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shannon Berry
Telephone:	(775) 720-3404
Email:	<a href="mailto:sberry@naspovaluepoint.org">sberry@naspovaluepoint.org</a>

***[Please email fully executed PDF copy of this document to***  
***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***  
***to support documentation of participation and posting in appropriate data bases.]***

