

**SMALL PACKAGE DELIVERY
SERVICES**

Lead by the State of Utah

Master Agreement #: MA454

Contractor: **FEDEX CORPORATE SERVICES INC**

Participating Entity: **STATE OF IOWA**

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.

The products or services listed for MA454 at the NASPO website are included in this Participating Addendum.

Pricing: Multiple Carrier Pricing, no money back guarantee

Contract Dates: 2021-2026

Effective Date: November 28, 2021

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

Each Agency and political subdivision will be responsible for their own charges, fees, and liabilities, and for following their entity's procurement policies.

The State of Iowa shall not be obligated to make any minimum annual purchases.

This agreement is not an exclusive agreement for procuring small package delivery services.

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



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Contractor – FedEx Corporate Services, Inc

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|------------|---|
| Name: | Joselyn Henderson |
| Address: | 900 7 th St NW, Suite 550, Washington DC 20001 |
| Telephone: | 816-309-1546 |
| Email: | Jchenderson1@fedex.com |

Participating Entity- State of Iowa

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|------------|---|
| Name: | Bobbi Pulley |
| Address: | Hoover Bldg Fl 3, 1305 E Walnut, Des Moines, IA 50319 |
| Telephone: | 515-322-2893 |
| Email: | bobbi.pulley@iowa.gov |

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.

- A. Reports: The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and net charges of purchases by each Agency and Political Subdivision.

Schedule:

| <u>Quarter Ending</u> | <u>Report Due</u> |
|-----------------------|-------------------|
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |

PARTICIPATING ADDENDUM



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- B. Administrative Fee: Without affecting the approved Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all net sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:

State of Iowa -DAS/Central Procurement
Attention: DAS - CPFSE CFO
1305 E. Walnut St.
Des Moines, IA 50319

- C. Payments: The departments, the general assembly, and the courts shall pay their claims in a timely manner. If a claim for services; supplies, materials, or a contract which is payable from the state treasury remains unpaid after sixty days following the receipt of the claim or the satisfactory delivery, furnishing, or performance of the services, supplies, materials, or contract, whichever date is later, the state shall pay interest at the rate of one percent per month on the unpaid amount of the claim.

- D. Compliance with the Law; Nondiscrimination in Employment: The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 196.7) and the use of targeted small businesses as subcontractors and suppliers.

Upon the State's written request, as a federal Contractor, Contractor shall submit to the State a copy of its federal affirmative action plan that conforms to the requirements set forth in Iowa Administrative Code rule 11-121.1(1)"b".

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this



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Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa, 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.

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

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|---|--|
| Participating Entity: State of Iowa | Contractor: FedEx Corporate Services Inc. |
| Signature:  | Signature:  |
| Name: Bobbi Pulley | Name: Joselyn Henderson |
| Title: Purchasing Agent | Title: Worldwide Account Manager |
| Date: October 29, 2021 | Date: October 28, 2021 |

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



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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|--------------------------------------|--|
| Cooperative Development Coordinator: | Shannon Berry |
| Telephone: | (775) 720-3404 |
| Email: | sberry@naspovaluepoint.org |

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***