

NASPO ValuePoint
PARTICIPATING ADDENDUM



**SMALL PACKAGE DELIVERY
SERVICES 2021-2026**

Lead by the State of Utah

Master Agreement #: MA454

Contractor: **FEDEX CORPORATE SERVICES, INC.**

Participating Entity: **STATE OF GEORGIA**

The state choose the following FedEx awarded contract (place an X denoting choice):

Single Award Rates (with money-back guarantee) ____

OR

Multiple Award Rates (with no money-back guarantee) __X__

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

- *All products and accessories listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum 99999-SPD-S20211209 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 of Georgia 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 Georgia. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Term: The term of this Participating Addendum shall be effective upon the date of final execution below by the State of Georgia through March 2027 subject to four (4) one (1) year renewals, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Bobby Bledsoe
Address:	900 7 th Street NW Ste 550 Washington DC 20001
Telephone:	901/219/6964
Fax:	
Email:	rdbledsoe@fedex.com

Participating Entity

Name:	State of Georgia DOAS
Address:	200 Piedmont Ave SE. West Tower STE 1804 Atlanta GA 30334
Telephone:	404/919/0380
Fax:	
Email:	Ezeomo.Akhirome@doas.ga.gov

**5. 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. Paragraph 15 of the Master Agreement, entitled Laws and Regulations, is modified by adding thereto the following:

Contractor, its employees, agents, and subcontractors shall comply with all applicable international, federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Participating Addendum, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. Contractor, its

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employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Participating Addendum. Contractor and Contractor's personnel shall also comply with all State, Participating Entity, and Purchasing Entity policies and standards in effect during the performance of the Participating Addendum, including but not limited to the Participating Entity and Purchasing Entities' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Participating Addendum. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85. Pursuant to O.C.G.A. § 13-10-91, if the Contractor is providing services under a contract with a total compensation of \$2,500 or greater, the Contractor must provide (i) a notarized affidavit in the form attached hereto as Exhibit A, or (ii) the documentation set forth in O.C.G.A. § 13-10-91(b)(5).

Sexual Harassment Prevention. The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

If the Contractor, including its employees and subcontractors, violates the Policy, including but not limited to engaging in sexual harassment and/or retaliation, the Contractor may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If Contractor is an individual who is regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:

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- (a) Contractor has received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has completed sexual harassment prevention training in the last year and will continue to do so on an annual basis; or will complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
 - (c) Upon request by the State, Contractor will provide documentation substantiating the completion of sexual harassment training.
- (ii) If Contractor has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, Contractor certifies that:
- (a) Contractor will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia's Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
 - (b) Contractor has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or Contractor will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services' sexual harassment prevention training located at this direct link <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and
 - (c) Upon request of the State, Contractor will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

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Drug-free Workplace. Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Participating Addendum; and
 - (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Participating Addendum; and
 - (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Participating Addendum the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."
 - (iv) Contractor may be suspended, terminated, or debarred if it is determined that:
 - 1. Contractor has made false certification here in above; or
 - 2. Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
- B. Paragraph 17 of the Master Agreement, entitled Payment, is modified as follows: by deleting the second sentence regarding overdue account charges.
- C. Paragraph 8 of the Master Agreement Attachment E, entitled Insurance, is modified as follows: by adding "Automobile Liability: \$1,000,000 Combined Single Limit".
- D. Paragraph 7, entitled Defense and Indemnity of Master Agreement Attachment E, is modified as follows:
- (i) by deleting "defend" in line one of subparagraphs a and substituting therefor "participate fully in the defense of;"
 - (ii) In subparagraph (2), by deleting the first sentence and substituting therefore "Subject to approval of the Attorney General of the State of Georgia, the Indemnified Party shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the Indemnified Party reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the Indemnified Party unless approved by the Indemnified Party."

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- E. Paragraph 3 of the Master Agreement Attachment E, entitled Governing Law, Jurisdiction and Venue, is modified by deleting subparagraph c and substituting therefor, " In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Addendum, such proceeding shall solely be brought in Superior Court within Fulton County, Georgia."

- F. Paragraph 7 of the Master Agreement Attachment E, entitled Defense and Indemnity, is modified by deleting subparagraph 2 and substituting therefor, " In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Participating Addendum, such proceeding shall solely be brought in Superior Court within Fulton County, Georgia."

- G. Participating Entity Additions to the Master Agreement:
 - (i) The Contractor shall submit the following management report(s) to the DOAS identified contract administrator. If specified by DOAS contract administrator, all electronic reports must be submitted in Microsoft Excel or Microsoft Access format. If applicable, reports should include the ability to sort/summarize by account.
 - 1. **QUARTERLY SALES REPORT:** Statewide sales by customer, including the following: zones, weight (in pounds), and shipping type. At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace within 45 calendar days of the end of the State's fiscal quarter.
 - 2. **ANNUAL ANALYSIS REPORT:** An annual analysis of actual pattern of purchases will be provided by the Contractor. The analysis will include total unit and dollar values for each of the items purchased from the Contractor. In addition, the Contractor will work with DOAS to identify additional information items needed and the physical format of the report. The report shall be submitted to DOAS no later than August 1 of each year of the statewide contract. Data must be provided in a format mutually agreed upon by both parties.
 - 3. **CONTRACT STATUS REPORTS:** Contractor shall not be required to provide contract status reports since it provides access to FedEx Reporting Online (FRO) reports to DOAS on demand.

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(ii) **Quarterly Business Review Meetings** The Contractor must be prepared to participate in quarterly business review ("**QBR**") meetings at DOAS' request. During the QBR meetings, the Contractor will present a written and oral status to DOAS regarding all work orders/purchase orders (including date and value). The QBR meeting will also focus on the status of service and key performance indicators agreed to by Contractor and DOAS. The QBR meeting may involve, but not be limited to, the following: review of the Contractor's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, development/monitoring of a Contractor service "scorecard."

(iii) **State of Georgia ePayable/Purchasing Card Program** DOAS administers a program which provides a purchasing card (hereinafter, "State of Georgia PCard") to be used by authorized government employees of certain governmental entities electing to participate in the program to purchase necessary supplies. The Contractor agrees to accept payment via ePayables and shall impose no fee on either DOAS or any Authorized User for the use of ePayables pursuant to this Statewide Contract. Payment via ePayables is the preferred method of compensation processing. DOAS has entered a Contract with its PCard provider, Bank of America, to provide the e-Payables solution which will allow DOAS and Authorized Users to facilitate electronic payment by DOAS and Authorized Users to the Contractor.

1. All purchases made by Authorized Users' representatives utilizing State of Georgia ePayables shall be exempt from sales tax. It is the responsibility of the Authorized User representative to provide the Authorized User's tax identification number as needed at the point of sale.
2. Contractor shall keep the State of Georgia ePayables numbers confidential and shall not disclose the State of Georgia ePayables numbers except as expressly authorized by DOAS. The Contractor represents that State of Georgia ePayables numbers will be processed, transmitted and stored in compliance with the Payment Card Industry Data Security Standard. The Contractor shall provide immediate written notice to the current DOAS contract administrator in the event of (1) any unauthorized disclosure of State of Georgia ePayables Numbers or (2) Contractor's failure to maintain compliance with the Payment Card Industry Data Security Standard in the Contractor's contract performance. The Contractor agrees to cooperate with DOAS,

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Authorized Users, and DOAS contractual partner(s) for ePayables
 in resolving any issues or disputes.

(iv) Administrative Fee and Sales Reporting Submission. Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect monies, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. These administrative fees are used by DOAS to fund various initiatives, including the administration of existing and new statewide contracts, training, and technology. For this statewide contract, DOAS requires each Contractor to pay to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide contract is 1%. Contractor agrees that the Fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, etc.). This Fee will be collected by Contractor and remitted to DOAS in accordance with the following paragraphs.

1. The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Contractor Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

<i>DOAS' Fiscal Quarters</i>	<i>Months</i>	<i>Contractor's Quarterly Sales Report Due Date</i>	<i>Contractor's Payment Due Date (In Response to DOAS generated Invoice)</i>
<i>Quarter 1</i>	<i>July 1st – September 30th</i>	<i><u>October 30th</u></i>	<i><u>November 15th</u></i>
<i>Quarter 2</i>	<i>October 1st – December 31st</i>	<i><u>January 30th</u></i>	<i><u>February 15th</u></i>
<i>Quarter 3</i>	<i>January 1st – March 31st</i>	<i><u>April 30th</u></i>	<i><u>May 15th</u></i>
<i>Quarter 4</i>	<i>April 1st – June 30th</i>	<i><u>July 30th</u></i>	<i><u>August 15th</u></i>
			30 DAYS FOLLOWING TERMINATION OF SWC

2. At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit the file through the Contractor Portal of Team Georgia Marketplace, including the Contractor's most up-to-date Invoice

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Contact Name (Billing Contact), Contractor Billing Address, and Contractor Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Contractor Portal of Team Georgia Marketplace. No later than the date identified above as the "Contractor's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through Electronic Funds Transfer (EFT).

3. By submission of these reports and corresponding Contractor payments, Contractor is certifying their correctness. DOAS, at its sole discretion, may also accept payment of Fees from the Contractor via electronic funds transfer (EFT).
4. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. If any changes to the Fee are mutually agreed upon, Contractor shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, subject to agreement by the Contractor, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
5. Default. **THE CONTRACTOR'S RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE CONTRACTOR IS HANDLING STATE FUNDS.** Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Contractor in default and recovering re-procurement costs from Contractor in addition to all outstanding fees and interest.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Georgia, 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.

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7. 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. Contractor will transfer existing state and local entities existing account under terms and conditions of this executed Participating Addendum at no cost to entity if requested.
8. Payment Terms and NASPO Pricing Structure: Payment terms are net 30 to the Contractor.

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

Participating Entity: State of Georgia DOAS	Contractor: FedEx
Signature: <i>Jim L Barnaby</i>	Signature: <i>Robert Bledsoe</i>
Name: Jim L Barnaby	Name: Robert Bledsoe
Title: Deputy Commissioner	Title: WORLDWIDE ACCOUNT MGR
Date: 12/28/2021	Date: 12/13/21

[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

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.]***