CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SMALL PACKAGE DELIVERY SERVICES
FEDEX CORPORATION
MASTER SERVICE AGREEMENT
MA454

1. **SCOPE:** This Participating Addendum covers Small Package Delivery Services for State Agencies and political subdivisions/local governments. A political subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with their procurement policies and regulations.

2. **CHANGES**: Changes to the signed Master Service Agreement are as follows:

   a. The State of California GTC-306, State of California CCC-1005, as part of the State of Utah, SOLICITATION NO. DR6917 remain part of this agreement.

   b. The State of California GTC-306, State of California CCC-1005 shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Utah contract.

   c. State of Utah, Statewide Contract cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date 11/1/2006".

   d. State of Utah, Statewide Contract number Master Services Agreement **MA454** changed for California to **5-06-99-04.**

   e. FedEx agrees to abide by all California and Federal Laws with respect to the performance of the services under the contract.

   f. DGS Termination of Contract:
   The State may terminate this contract at any time upon one-month prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

   g. At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to Public Contract Code Section 6611, in accordance with existing guidelines and procedures adopted by the Department of General Services.

   h. Except as stated in this Addendum, WSCA - RFP 6917 and the Master Service Agreement (MA 454), each shipment made with FedEx is subject to the terms and conditions of the FedEx Service Guide in effect at the time of shipment, which terms are incorporated herein by reference.

3. **CONTRACTORS REPORTING REQUIREMENTS:**

   a. **WSCA Report Requirements:** Carrier must provide a quarterly report to the WSCA Contract Administrator listing for each state all shipping by agency/entity with a minimum of the following groups: 1) City/Town; 2) County; 3) Higher Education; 4) Public Education and 5) State Agency.

      - account number, agency/entity name and address,
      - shipping volume by type of service, i.e. ground, express air, etc.,
      - pieces, weight and net charges,
      - Individual account and total dollar expenditure.

The submitted reports are to coincide with the quarters and date ranges as outlined below:

- Quarter 1: January 1st through March 31st – due by April 30th
- Quarter 2: April 1st through June 30th – due by July 30th
- Quarter 3: July 1st through September 30th – due by October 30th
- Quarter 4: October 1st through December 31st - due by January 30th

b. **State of California Report Requirements:** Carrier shall also provide the State of California monthly reports to the Contract Administrator as mutually agreed upon by the parties. Contractor(s) shall provide monthly reporting on electronically provided/ attached blank Microsoft Excel forms. A report is due even when there is no activity. Any report that does not follow the required format or that excludes any required information will be deemed incomplete and unacceptable. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. All reports shall be submitted on CD/ROM.

The following reports as attached and agreed upon by the parties will be required,

i. Monthly Billing Report (Attachment A)
ii. Monthly Detailed Daily Activity Report (Attachment B)
iii. Monthly Pricing Report (Attachment C)
iv. Monthly Accessorial / Surcharge Report (Attachment C-1)
v. Quarterly Pricing Report (Attachment D)
vi. Quarterly Volume Report (Attachment E)
vii. Annual Volume Report (Attachment F)
viii. Annual Pricing Report (Attachment G)
ix. Custom reports the State's Contract Administrator or ordering organizations (with the concurrence of the State's Contract Administrator) may request from time to time. Contractor shall describe additional management reports available, as well as furnish copies or samples of current management reports. Contractor shall indicate the flexibility of the reporting system and the ease of changing both format and components tracked.

4. **CUSTOMER REGISTRATION REQUIREMENTS:** To use this contract all users must provide Department of General Services (DGS) – Procurement Division (PD), Traffic Management Unit (TMU) and the carrier of their choice, a DGS approved copy of the attached (Attachment H) registration form completed in its entirety. This form must be completed and approved by DGS prior to contract use.

5. **THE PRIMARY STATE GOVERNMENT CONTACT FOR THIS PARTICIPATING ADDENDUM IS AS FOLLOWS:**

Department of General Services
Procurement Division
Multiple Award Program
707 Third Street, 2nd Floor, West Sacramento, CA 95605
Contact: Dion Campos
E-mail: dion.campos@dgs.ca.gov
Phone: (916) 375-4541
Fax: (916) 375-4663

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6. **The primary FedEx Corporation CUSTOMER contact for this Participating Addendum is as follows:**

FedEx Corporation

Address: 901 7TH ST N.W.
WASH. D.C. 20001

Contact: JOSELYN HENDERSON

E-Mail: JCHENDERSON1@FEDEX.COM

Phone: 800.645.9424

Fax: 866.370.2491

7. **SERVICE AGREEMENT NUMBER:** The service agreement number for California is **5-06-99-04**. The Master Service Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.

8. **EFFECTIVE DATES:** This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the Termination Date of the Master Service Agreement, unless terminated early in accordance with the terms and conditions of the Master Service Agreement or this Participating Addendum.

9. **SUBCONTRACTORS:** Contractor(s) that utilizes sub-hauler(s) must provide the State of California the appropriate information in accordance with WSCA bid # DR6917 "Proposal Requirements and Company Qualifications - B. Insurance".

This participating addendum and the WSCA Master Service Agreement, Number **MA454** (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State of California:

By: Rita Hamilton

Name: Rita Hamilton

Title: Deputy Director

Date: 10/19/06

FedEx Corporation

By:

Name: VINCENT SCARPO

Title: GOVT. SERVICES MGR

Date: 9/21/06

GENERAL SERVICES
LEGAL SERVICES

Revised 9/21/2006