SCO ID: 7760-722994502-A5

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02
AMENDMENT 5

SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
Federal Express Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-45-02 as follows:

1) Agreement is extended from November 27, 2026, to April 15, 2027. **Section 2. TERM, subparagraph A** is revised to read as follows:

> The term of this Participating Addendum shall begin upon signature approval by the State and will end April 15, 2027, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services
Agency Name

Julie Matthews — Digitally signed by Julie Matthews Date: 2026.11.05 15:49:24 -08'00' — 11/5/2026
Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

Federal Express Corporation
Contractor Name

Nicole Wilson — Digitally signed by Nicole Wilson Date: 2026.10.19 14:09:07 -07'00' — 10/19/2026
Authorized Signature *Date Signed*

Nicole Wilson, Worldwide Account Manager, FedEx Government Sales
Printed Name/Title of Person Signing

7303 Cushing Road
Manassas, VA 20109
Address

APPROVED
NOV 6 2026
ALW:LG:abs
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

SCO ID: 7760-722994502-A4

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02
AMENDMENT 4

SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
Federal Express Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-45-02 as follows:

1) **Section 23. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

23. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Federal Express Corporation
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2025.07.22 08:00:08 -07'00' 7/22/2025	Nicole Wilson Digitally signed by Nicole Wilson Date: 2025.07.21 14:23:01 -07'00' 7/21/2025
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Nicole Wilson, Worldwide Account Manager, FedEx Government Sales
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	900 7th Street NW, Suite 500 Washington, DC 20001
Address	*Address*

APPROVED
JUL 23 2025
AW/LG:mac
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

SCO ID: 7760-722994502-A3

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02
AMENDMENT 3

SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
Federal Express Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-45-02 as follows:

1) **Section 22. GENERATIVE ARTICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

22. GENERATIVE AI DISCLOSURE OBLIGATIONS:

A. The following terms are in addition to the defined terms and shall apply to the Contract:

1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

B. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

C. Notification shall be provided to the State designee identified in this Contract.

D. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

E. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

F. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Federal Express Corporation
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2025.05.09 10:31:56 -07'00' 5/9/2025	Nicole Wilson Digitally signed by Nicole Wilson Date: 2025.05.08 14:00:49 -07'00' May 8th, 2025
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Nicole Wilson, Worldwide Account Manager, FedEx Government Sales
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	900 7th Street NW, Suite 500 Washington, DC 20001
Address	*Address*

APPROVED
MAY 14 2025
CH/LG:mac
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02
AMENDMENT 2

SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
Federal Express Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-45-02 as follows:

1) **Section 22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

22. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Participating Addendum 7-22-99-45-02
Amendment 2

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Federal Express Corporation
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2024.12.12 14:12:36 -08'00' 12/12/2024	Nicole Wilson Digitally signed by Nicole Wilson Date: 2024.12.11 11:41:47 -08'00' 12/11/24
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Nicole Wilson, Worldwide Account Manager, FedEx Government Sales
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	900 7th Street NW, Ste 550 Washington, D.C. 20001
Address	*Address*

APPROVED
JAN 2 2025
LAG:skb
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02
AMENDMENT 1

SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
Federal Express Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-22-99-45-02 as follows:

1) Contractor name is changed from FedEx Corporate Services, Inc. to Federal Express Corporation. All references to FedEx Corporate Services, Inc. (or "Contractor") within the Participating Addendum are hereby revised to Federal Express Corporation ("Contractor").

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Nicole Wilson
Phone:	(415) 579-5354
Email:	nicole.wilson@fedex.com
Address:	Federal Express Corporation Attn: Nicole Wilson 900 7th Street NW, Suite 550 Washington, DC 20001

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

Participating Addendum 7-22-99-45-02
Amendment 1

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

STATE OF CALIFORNIA

Department of General Services
Agency Name

Julie Matthews Digitally signed by Julie Matthews Date: 2024.10.07 17:35:06 -07'00' 10/7/2024
Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

Federal Express Corporation
Contractor Name

Nicole Wilson Digitally signed by Nicole Wilson Date: 2024.10.04 10:17:13 -07'00' Oct 4th, 2024
Authorized Signature *Date Signed*

Nicole Wilson, Worldwide Account Manager, FedEx Government Sales
Printed Name/Title of Person Signing

2801 80th Street
Kenosha, WI 53143
Address

APPROVED
OCT 11 2024
ALW:LG:abs
OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-22-99-45-02

SMALL PACKAGE DELIVERY SERVICES
Utah NASPO ValuePoint Master Agreement Number MA454
FedEx Corporate Services, Inc. (Contractor)

This Participating Addendum Number 7-22-99-45-02 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and FedEx Corporate Services, Inc. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number MA454.

1. SCOPE

A. This Participating Addendum covers the purchase of services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement is hereby incorporated by reference. Service categories included under this Participating Addendum are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

D. Unless otherwise specified within this document, the term "ordering agency" will refer to all state agencies and local government agencies eligible to utilize this agreement. Instructions exclusive to state or local government agencies shall be identified within each section.

2. TERM

A. The term of this Participating Addendum shall begin February 26, 2022, or upon signature approval by the State, whichever occurs later, and will end November 27, 2026, or upon termination by the State, whichever occurs first.

B. Lead state amendments to extend the Utah NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, completion of services may be up to 120 days after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Terms and Conditions (GTC 04/2017) effective 4/4/2017

B. Terms can be reviewed at the DGS Office of Legal Services website (https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-22-99-45-02
2) Utah NASPO ValuePoint Master Agreement Number MA454

B. Terms in the Utah NASPO ValuePoint Master Agreement Number MA454 including the Contractor Service Guide which conflict with this Participating Addendum, California laws, regulations, and policies will not apply.

5. AVAILABLE SERVICES

A. Contractor will provide US domestic and international door to door express small package delivery services covering interstate, intrastate, and international service for inbound and outbound shipments as indicated in the Utah NASPO ValuePoint Master Agreement Number MA454.

6. RESTRICTIONS/DISALLOWED SERVICES

A. The following restrictions apply to state agency and local government purchases under this Participating Addendum:

1) Contractor shall not propose pick-up charges or weekly service charges for air or ground shipments tendered to the carrier,
2) Contractor shall not require a minimum number of packages per trip/day/week/month, and
3) Contractor shall not apply a pick-up charge to be assessed in addition to contracted rate for shipment.

B. The following service offerings are prohibited for ordering agencies under this Participating Addendum:

   1) Courier services,
   2) LTL freight,
   3) Freight, and
   4) Faxing, copying, printing, and packaging (excluding preparation of articles for shipment).

C. Services not indicated in the Utah NASPO ValuePoint Master Agreement Number MA454 are not allowed.

D. Restrictions or prohibited service offerings from the Contractor Service Guide shall apply to the purchase of services made under this Participating Addendum.

E. Service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number MA454.

B. Contractor shall notify the State Contract Administrator of any amendments or pricing adjustments for Utah NASPO ValuePoint Master Agreement Number MA454.

8. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

9. SUBCONTRACTORS

A. For the purposes of this agreement, subhaulers are considered subcontractors. Contractors that utilize subcontractors must provide the State appropriate information in accordance with Section 20 (Insurance).

B. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.

C. Contractor shall perform the work contemplated with resources available within its own organization.

D. As the prime contractor, Contractor is responsible for reports and fees required by the terms and conditions of the Utah NASPO ValuePoint Master Agreement and this Participating Addendum.

E. Any subcontract in excess of $25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

F. DGS may at its discretion instruct the Contractor to remove a subcontractor from all future deliveries.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

C. All purchase orders issued by ordering agencies under this Participating Addendum shall include the State Participating Addendum Number 7-22-99-45-02.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

A. Delivery shall be as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the Utah NASPO ValuePoint Master Agreement.

B. Contractor's failure to provide the services by the required delivery date is deemed a material breach of this agreement.

C. All deliveries under this contract will be Free On Board (F.O.B.) Destination.

D. Responsibility and liability for loss or damage will remain with the Contractor until final inspection and acceptance, when responsibility will pass to the ordering agency.

13. INVOICING AND PAYMENT

A. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq.

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The shipment number shall appear on each detail level invoice for all purchases placed under this Participating Addendum. The ordering agency purchase order shall appear on each detail level invoice if entered in the "shipper reference field" at the time of tender by the shipper.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. Upon mutual agreement of the parties, the State Contract Administrator reserves the right to modify Attachment A. The State Contract Administrator may require Contractor to provide additional order information, if available, during the course of this Participating Addendum.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within ten (10) business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, and credits. (For example, if the net sales for the reporting quarter totals $100,000.00, the incentive fee due to DGS would be $1,250.00.)

B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

C. The administrative fee shall not be invoiced or charged to the ordering agency.

D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.

E. Payment may be made in the form of an electronic payment using the LPA Payment Portal (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.

F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Elaine Heath
Phone:	(858) 450-9869
Fax:	(901) 471-5901
Email	elaine.heath@fedex.com
Address:	FedEx Corporate Services, Inc. Attn: Elaine Heath 900 7th Street NW, Suite 550 Washington, DC 20001

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Maureen Seiferling
Phone:	(279) 946-8226
Email	maureen.seiferling@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum 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.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. INSURANCE

Contractor shall comply with all insurance requirements outlined in this section. No payments will be made under this Participating Addendum until Contractor fully complies with all requirements.

A. General Provisions Applying to All Policies

1) Coverage Term

Coverage needs to be in force for the complete term of this Participating Addendum. If insurance expires during the term of this Participating Addendum, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must comply with the original terms of this Participating Addendum.

2) Policy Cancellation or Termination and Notice of Non-Renewal

Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of DGS and Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Participating Addendum upon the occurrence of such event, subject to the provisions of this Participating Addendum.

3) Premiums, Assessments and Deductibles

Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause

   Any required insurance contained in this Participating Addendum shall be primary, and not excess or contributory, to any other insurance carried by the State.

5) Insurance Carrier Required Rating

   All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than “VII”. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements

   Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance

   Inadequate or lack of insurance does not negate the Contractor’s obligations under this Participating Addendum.

8) Available Coverages/Limits

   All coverage and limits available to the Contractor shall also be available and applicable to the State.

9) Satisfying a Self-Insured Retention (SIR)

   All insurance required by this Participating Addendum must allow the State to pay and/or act as the Contractor’s agent in satisfying any SIR. The choice to pay and/or act as the Contractor’s agent in satisfying any SIR is at the State’s discretion.

10) Use of Subcontractors

    In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured’s under Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages, and limits required of Contractor.

B. Contract Insurance Requirements

Contractor shall display evidence of the following on a certificate of insurance evidencing the following coverages:

1) Commercial General Liability

   Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

   The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Participating Addendum.

2) Automobile Liability

   Contractor shall maintain business automobile liability insurance for limits not less than $1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of this Participating Addendum involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.

   The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Participating Addendum.

3) Workers Compensation and Employers Liability

   Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Participating Addendum. In addition, employer's liability limits of $1,000,000 are required. By signing this Participating Addendum, Contractor acknowledges compliance with these regulations.

   A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.

21. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number MA454, at prices equal to or lower than the prices on that agreement.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	FedEx Corporate Services, Inc.
Agency Name	*Contractor Name*
stephanne lim Digitally signed by stephanne lim Date: 2022.02.04 16:35:29 -08'00'	Elaine Heath Digitally signed by Elaine Heath Date: 2022.02.04 15:59:05 -08'00'
Authorized Signature	*Authorized Signature*
Stephanne Lim/MAU2 Supervisor	Elaine Heath, Worldwide Account Manager
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	900 7th Street NW, Suite 550 Washington, DC 20001
Address	*Address*

APPROVED
FEB 11 2022
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OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES