



State of Idaho

CHANGE ORDER - 03
PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary

Supplier

Purchase Order Number: PADD1085
Account Number: AC-1
Revision Number: 03
Change Order Date: December 5, 2016
Service Start Date: November 28, 2016
Service End Date: January 6, 2017
Payment Method: Invoice
Payment Terms: NET30
Currency: USD
FOB Instruction: Destination
Attachment(s): [ChangeLog.htm](#) :Purchase Order Change

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

Contract Number:

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

Instructions

Contract Extension PADD1085-04 extends this contract for forty-five (45) calendar days. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

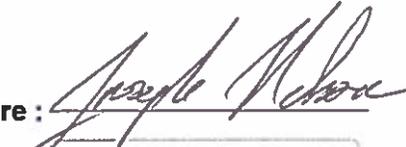
Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Items

Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
96224	1.00	0	EA	10,000.00	\$10,000.00
Item Description					
	#4				
	45 day extension - Small Package Express Delivery Services				
	F				
Delivery Date:	November 28, 2016				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					

Sub-Total (USD)	\$10,000.00
Estimated Tax (USD)	\$0.00
TOTAL: (USD)	\$10,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By :



State of Idaho
 Department of Administration
 Division of Purchasing

C.L. "Butch" OTTER
 Governor
ROBERT L. GEDDES
 Director
SARAH HILDERBRAND
 Administrator

650 West State Street B-15 (83702)
 P. O. Box 83720
 Boise, ID 83720-0075
 Telephone (208) 327-7465
 Fax: 208-327-7320
<http://www.purchasing.idaho.gov>

December 5, 2016

FEDEX
 Attn: Charles Wagner

VIA E-MAIL TRANSMISSION
 charles.wagner@fedex.com

RE: Extension of Contract PADD1085, a Contract for Small Package Delivery Services for various State of Idaho Agencies, Institutions, and Departments Expiring 11/27/16

The State of Idaho would like to extend the above referenced contract for a period of Forty-Five (45) days.

The contract extension period is November 28, 2016 to January 6, 2017. The same terms and conditions prevail for the contract extension period, except as expressly modified herein.

If the terms of this extension letter are acceptable to your company, please sign in the appropriate space below and mail, fax (208.327.7320) or e-mail (purchasing@adm.idaho.gov) to the Division of Purchasing. If you need to update the contact information for this contract, please do so below. Please update your IPRO profile as well, if necessary, in order to continue to receive e-mail notifications through the IPRO System.

Thank you for your consideration in this matter.

Sincerely,

 Joseph Nelson
 Idaho Division of Purchasing

APPROVED: YES NO
 COMPANY: Fedex
 BY: 
 (Signature)
Charles Wagner
 (Printed Name)
 Date: 12/5/16

UPDATED CONTACT INFORMATION for PADD1085:

Contact Name	
Title	
Address	
Phone	
Fax	
E-mail	



State of Idaho

CHANGE ORDER - 02

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary		Supplier
Purchase Order Number:	PADD1085	Charles Wagner FEDEX 6625 Lenox Park Blvd 3rd floor Memphis, TN 38115 Phone: 503-347-4638
Account Number:	AC-1	Fax:
Revision Number:	02	Email: charles.wagner@fedex.com
Change Order Date:	July 5, 2016	
Service Start Date:	August 28, 2016	Buyer Contact
Service End Date:	November 27, 2016	Arianne Quignon Tel:208-332-1604 Fax: 208-327-7320 Arianne.quignon@adm.idaho.gov
Payment Method:	Invoice	
Payment Terms:	NET30	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	ChangeLog.htm :Purchase Order Change	

Contract Number:

Bill To Address	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	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

Instructions

Contract Renewal PADD1085-03 extends this contract for three (3) months. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Supplier Part Number	Quantity	Items Back Order	Unit	Unit Price	Total
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96224 3 0 MON \$100,000.00 \$300,000.00

Item Description

#3

Three (3) month extension - Small Package Express Delivery Services



Delivery Date:

July 6, 2016

Shipping Method:

Delivery

Shipping Instructions:

Ship FOB:

Attachment(s)

Special Instructions:

Sub-Total (USD) \$300,000.00

Estimated Tax (USD) \$0.00

TOTAL: (USD) \$300,000.00

Note: If there is a  next to an item's unit price, that indicates that the price has been discounted.

Signature : 

Signed By :



State of Idaho

CHANGE ORDER

PLEASE DO NOT DUPLICATE THIS ORDER.

Change Order Summary		Supplier
Purchase Order Number:	PADD1085	Charles Wagner
Account Number:	AC-1	FEDEX
Revision Number:	01	FEDEX
Change Order Date:	August 27, 2014	6625 Lenox Park Blvd 3rd floor
Service Start Date:	August 28, 2014	Memphis, TN 38115
Service End Date:	August 28, 2016	503-347-4638
Payment Method:	Invoice	
Payment Terms:	No Payment Terms specified	
Currency	USD	
FOB Instruction:	Destination	
Attachment(s):	ChangeLog.htm :Purchase Order Change	

Contract Number:

Bill To Address	Ship To Address
DOP - Various State Agencies	DOP - Various State Agencies
State of Idaho	State of Idaho
Various Locations	Various Locations
See Below for Details	See Below for Details
on Specific Locations	on Specific Locations
Various, Idaho 83702	Various, Idaho 83702
Phone: 208-327-7465	Phone: 208-327-7465
Fax: 208-327-7320	Fax: 208-327-7320
Email: purchasing@adm.idaho.gov	Email: purchasing@adm.idaho.gov
Mail Stop: DOP - Various Locations	Mail Stop: DOP - Various Locations

Instructions

Contract Renewal PADD1085-02 extends this contract for two (2) years. All of the terms and conditions contained in the Contract shall remain in full force and effect, except as expressly modified herein. Contractor's signed renewal letter is attached and incorporated herein by

reference.

Note: The dollar amount listed in the contract renewal pricing is an estimate and cannot be guaranteed. The actual dollar amount of the Contract may be more or less depending on the orders placed by the State; or may be dependent upon the specific terms of the Contract.

Items					
Supplier Part Number	Quantity	Back Order	Unit	Unit Price	Total
96224	0	0	LO	\$912,000.00	\$0.00
Item Description	#1 Small Package Express Delivery Services as per attached WSCA Master Agreement MA 454 and Idaho Participating Addendum 				
Delivery Date:	August 28, 2014				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					
96224	2	0	ANN	\$456,000.00	\$912,000.00
Item Description	#2 Small Package Express Delivery Services as per attached WSCA Master Agreement MA 454 and Idaho Participating Addendum 				
Delivery Date:	August 27, 2014				
Shipping Method:	Delivery				
Shipping Instructions:					
Ship FOB:					
Attachment(s)					
Special Instructions:					
				Sub-Total (USD)	\$912,000.00
				Estimated Tax (USD)	\$0.00
				TOTAL: (USD)	\$912,000.00
Arianne Evans					

STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA 454

1. **CONTRACTING PARTIES:** This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

FedEx Corporation Services, Inc., as agent for Federal Express Corporation and FedEx Ground System, Inc. (collectively, "FedEx")

6225 Lenox Park Boulevard
Address

Memphis TN 38115
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Federal Tax ID# 62-1721435 Vendor # Utah Code N/A Commodity Codes: 91559, 96244
Vendor Contact Person: Elaine Heath Vendor Phone #: 858-450-9869
Vendor Fax #: 901-224-2471 Vendor email address: Elaine.heath@fedex.com

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this Contract is to provide:

WSCA Master Price Agreement for Small Package Delivery Services
Covering inbound and outbound intrastate, interstate domestic express, ground and international services.

3. **CONTRACT PERIOD:** Effective date 08/28/2011 Termination date 08/27/2012 unless terminated early or extended in accordance with the terms and conditions of this contract.
Renewal option: Four (4) additional one-year renewal options.

4. **PRICING AS PER THE ATTACHED PRICE LIST**
PAYMENT TERMS: Net 30
MINIMUM ORDER: N/A

5. **ATTACHMENT A:** WSCA Standard Terms and Conditions
ATTACHMENT B: RFP Response and Pricing.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
- All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
 - Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid # DR11031, dated February 14, 2011.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Patricia Hale
Contractor's signature

Patricia Hale, Mgr FedEx State Gov.
Type or Print Name and Title

May 24, 2011
Date

STATE OF UTAH

Kent D Beers
Kent D. Beers
Director, Division of Purchasing

5/25/11
Date

ATTACHMENT A

WSCA STANDARD TERMS AND CONDITIONS

**REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031**

**Standard Contract Terms and Conditions
Western States Contracting Alliance
Request for Proposal**

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

**REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031**

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1.

REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031

Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these WSCA Standard Terms and Conditions and any WSCA Special Terms and Conditions which follow; the WSCA Special Terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall

**REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031**

adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be voluntarily determined by the political subdivision. The

**REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031**

contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

ATTACHMENT B

RFP RESPONSE AND PRICING



TO: Dan Risner
RE: Request for Best and Final Offer for WSCA RFP DR11031
DATE: April 20, 2011

Per our telephone conversation of April 11, 2011 we are submitting a Best and Final Offer response to clarify and confirm prior communications received from WSCA concerning this RFP. The WSCA clarification request will be reflected in black ink and the FedEx response in blue.

- I. Inadvertent inclusion of "Confidential and Proprietary" on several pages of the FedEx offer, pages 79 through 127. FedEx response: Authorization given to WSCA to waive the footer inadvertently included on part of the offer.

FedEx grants authorization to WSCA to waive the footer inadvertently included on part of our offer.

- II. Page 87 of FedEx offer #32 Report Requirements. Expand offer to clarify for state use of monthly reports and timeframes for how long reports are available to states in the FedEx system. Provide direct link information to the reports.

FedEx Reporting Online <http://www.fedex.com/us/account/reports/index.html> offers our customers the ability to run weekly and monthly reports 24 hours a day 7 days a week. Report data is available for 24 months. For a complete list of Standard Reports please visit <http://www.fedex.com/us/account/reports/descriptions.html> or review our bid response beginning on page 72.

- III. Page 70, #23. Delivery as addressed. Please confirm there will be compliance with this item of the RFP. No fee is to be charged to participating states and remove FedEx exception taken.

At this time, the transportation charges associated with a packaged returned because it could not be "delivered as addressed" cannot be systematically waived in any FedEx rating system as the system does not distinguish between a 'standard' shipment versus a 'return' shipment. FedEx will review on a case by case basis to accommodate request by Participating States.

- IV. Page 64, #20. Please expand to discuss at the Master Price Agreement level to the Participating States.

FedEx has already agreed to this requirement as requested in the RFP.

Page 2
April 19, 2011

- V. Page 71, #24, b. Please confirm FedEx will provide all documentation relevant to performance audits from a WSCA Master Price Agreement level.

When requested by a Participating State FedEx will provide documentation relevant to performance audits.

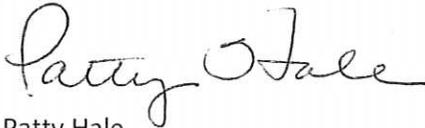
- VI. Page 81, #24 (27?) Shipment tracking. Please confirm and provide to agencies choosing to use the 800 number there will be a response within four (4) hours of the call. FedEx will comply fully with the requirements listed at the Master Price Agreement level.

Authorized Users can track their packages electronically 24 hours per day 7 days a week at fedex.com. In addition, FedEx provides a toll free Customer Support number 1.800.463.3339 available 24 hours per day 7 days a week. FedEx will respond to inquiries within 4 hours and there is no additional cost to the User.

- VII. Page 35, #2. Please confirm compliance with the mandatory requirement not to exceed the 7% fuel surcharge cap.

FedEx will agree to a fuel cap of 7% for both Express and Ground across all pricing options offered in this response.

Regards,



Patty Hale
Manager, State Government
FedEx Worldwide Government Services
Office 901.224.2967
Mobile 901.486.5224

Patty Hale
Manager
Worldwide Government Sales

6625 Lenox Park
3rd Floor
Memphis, TN 38115

Telephone (901) 224-2667
email:phale@fedex.com



TO: Dan Risner
RE: Request for Best and Final Offer for WSCA RFP DR11031
DATE: April 20, 2011

Per our telephone conversation of April 11, 2011 we are submitting a Best and Final Offer response to clarify and confirm prior communications received from WSCA concerning this RFP. The WSCA clarification request will be reflected in black ink and the FedEx response in blue.

- I. Inadvertent inclusion of "Confidential and Proprietary" on several pages of the FedEx offer, pages 79 through 127. FedEx response: Authorization given to WSCA to waive the footer inadvertently included on part of the offer.

FedEx grants authorization to WSCA to waive the footer inadvertently included on part of our offer.

- II. Page 87 of FedEx offer #32 Report Requirements. Expand offer to clarify for state use of monthly reports and timeframes for how long reports are available to states in the FedEx system. Provide direct link information to the reports.

FedEx Reporting Online <http://www.fedex.com/us/account/reports/index.html> offers our customers the ability to run weekly and monthly reports 24 hours a day 7 days a week. Report data is available for 24 months. For a complete list of Standard Reports please visit <http://www.fedex.com/us/account/reports/descriptions.html> or review our bid response beginning on page 72.

- III. Page 70, #23. Delivery as addressed. Please confirm there will be compliance with this item of the RFP. No fee is to be charged to participating states and remove FedEx exception taken.

At this time, the transportation charges associated with a packaged returned because it could not be "delivered as addressed" cannot be systematically waived in any FedEx rating system as the system does not distinguish between a 'standard' shipment versus a 'return' shipment. FedEx will review on a case by case basis to accommodate request by Participating States.

- IV. Page 64, #20. Please expand to discuss at the Master Price Agreement level to the Participating States.

FedEx has already agreed to this requirement as requested in the RFP.

Page 2
April 19, 2011

- V. Page 71, #24, b. Please confirm FedEx will provide all documentation relevant to performance audits from a WSCA Master Price Agreement level.

When requested by a Participating State FedEx will provide documentation relevant to performance audits.

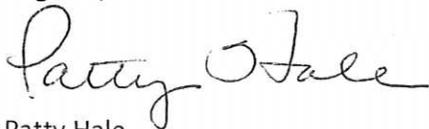
- VI. Page 81, #24 (27?) Shipment tracking. Please confirm and provide to agencies choosing to use the 800 number there will be a response within four (4) hours of the call. FedEx will comply fully with the requirements listed at the Master Price Agreement level.

Authorized Users can track their packages electronically 24 hours per day 7 days a week at fedex.com. In addition, FedEx provides a toll free Customer Support number 1.800.463.3339 available 24 hours per day 7 days a week. FedEx will respond to inquiries within 4 hours and there is no additional cost to the User.

- VII. Page 35, #2. Please confirm compliance with the mandatory requirement not to exceed the 7% fuel surcharge cap.

FedEx will agree to a fuel cap of 7% for both Express and Ground across all pricing options offered in this response.

Regards,



Patty Hale
Manager, State Government
FedEx Worldwide Government Services
Office 901.224.2967
Mobile 901.486.5224



March 30, 2011

Dan Reisner
Freight Manager
State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061

Dear Mr. Reisner:

FedEx understands the value WSCA provides participating states. As an existing carrier for WSCA we understand this business and are eager to continue to offer the best-in-class service that you have come to trust and rely on during the last five years.

During this economy, we have worked with WSCA States and gained an understanding of the need to evaluate budgets and seek cost-efficient business solutions that help streamline spending and add value to the dollars spent for transportation.

FedEx is committed to continuing to provide exceptional value through:

- **Global Reach, Size and Scope** – The unmatched FedEx worldwide network can connect WSCA States with markets and suppliers in more than 220 countries and territories. FedEx Ground provides low-cost, small-package shipping in the U.S. and Canada and provides delivery to every business address throughout all 50 states.
- **Dedicated Government Team** – Each WSCA participating state will have a dedicated FedEx Worldwide Account Manager serving as the single point of contact for FedEx. In addition, FedEx provides dedicated Government Customer Service resources through our toll-free Government Hotline 1.800.645.9424 or via e-mail at govt@fedex.com. Upon award of the business, we can engage our rapid implementation team to facilitate the smooth transition of business to FedEx.
- **Technological Capabilities to Streamline Processes** – Each WSCA participating state has specific shipment processing requirements, depending on its shipping profile and current systems. From hardware to software solutions, from server and web integration to Internet shipping and integration with third-party shipping systems, FedEx has a shipping solution to meet the diverse needs of the participating WSCA states.

The enclosed RFP helps demonstrate why WSCA should continue your relationship with FedEx. As leaders in our respective industries, this relationship is a win-win for both companies.

I look forward to meeting with you to discuss this proposal and how FedEx can provide the solutions and value that WSCA requires. Thank you for your consideration.

Best regards,

Elaine Heath
FedEx Worldwide Account Manager

FedEx RFP Response for State Government of Utah – WSCA Solicitation DR11031

Presented to

Dan Reisner
Freight Manager
State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061
E-mail: dreisner@utah.gov
Phone: 1.801.538.3216

Submitted by



Contact

Elaine Heath
FedEx Worldwide Account Manager,
Government Sales
FedEx Services
10585 Heater Court
San Diego, CA 92121-0002
E-mail: elaine.heath@fedex.com
Phone: 1.858.450.9869

March 30, 2011



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FedEx Attachment A: FedEx Operating Permits
FedEx Attachment B: FedEx Services Overview
FedEx Attachment C: FedEx Account Management



FedEx



State of Utah Request for Proposal State Cooperative Contract

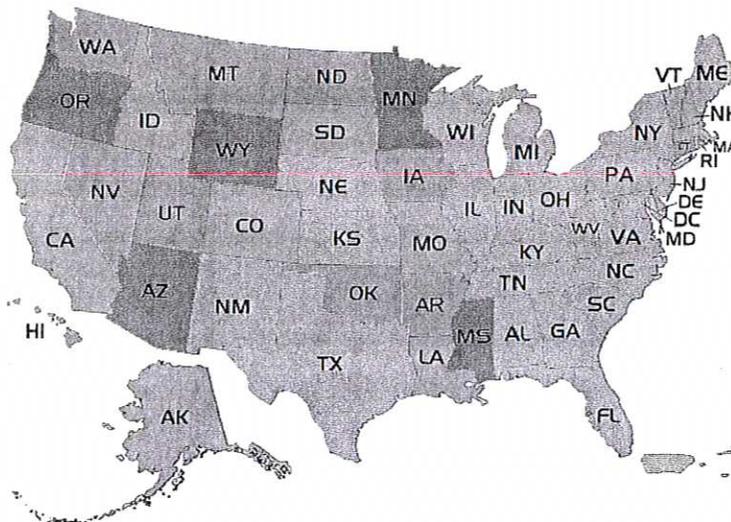
Legal Company Name (include d/b/a if applicable) FedEx Corporation Services, Inc.		Federal Tax Identification Number 62-1721435		State of Utah Sales Tax ID Number	
Ordering Address 6225 Lenox Park Blvd.		City Memphis		State TN	Zip Code 38115
Remittance Address (if different from ordering address)		City		State	Zip Code
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/>			Company Contact Person Elaine Heath		
Government					
Telephone Number (include area code) 858-450-9869	Fax Number (include area code) 901-224-2471	Email Address elaine.heath@fedex.com			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) 60		Days Required for Delivery After Receipt of Order (see attached for any required minimums) NA			
Brand/Trade Name FedEx		Price Guarantee Period (see attached specifications for required minimums) 12 months			
Minimum Order NA		Company's Internet Web Address fedex.com			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. Transportation services provided globally, including the State of Utha					
Offeror's Authorized Representative's Signature Patrica Hale		Print or type name and title Patty Hale, Manager, State Government		Date 03/21/2011	
State of Utah Division of Purchasing Approval Kent Beers, Director		Date		Contract Number	

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

Executive Summary

In 2006, WSCA had nine states participating in the small parcel contract. During the last five years, participation has grown to 25 states. With this much growth, WSCA needs a logistics carrier that can help manage your expanding needs while still being able to provide cost-efficient services. FedEx has proven to be that carrier.

With State Governments having unprecedented budget gaps nearing \$3.3 trillion, FedEx understands the value that WSCA provides states and we believe that we can continue to offer the best value in the industry. Similar to WSCA, FedEx understands the difference between price and value and we measure value through: quality service, delivery guarantee and past performance.



FedEx is recognized as an innovator in the transportation and logistics industry, and provide customers, businesses and agencies worldwide with a broad portfolio of transportation services. FedEx offers integrated business applications through the following operating companies: FedEx Express, FedEx Ground, FedEx Freight, FedEx Office and FedEx Trade Networks – competing collectively and managed collaboratively, under the respected FedEx brand. Consistently ranked among the world's most admired and trusted employers, FedEx inspires its more than 275,000 employees and contractors to remain absolutely, positively focused on safety, the highest ethical and professional standards and the needs of our customers and the communities where we live and work.

FedEx: A Reliable Investment

At FedEx, we are excited about the opportunity to help you with not only your transportation management objectives, but also to help you reach a new level of success. We want to continue to work with each participating state and prove our reputation for providing innovation and excellence in the shipping industry.

The concept of success that comes through meeting customer needs is familiar to FedEx. It is what drives our commitment to making every customer interaction with FedEx outstanding — and what differentiates us in the industry.

FedEx has reviewed your organizations' needs and identified the following factors that make a strong case of why WSCA should continue its business with FedEx:

- A dedicated Government team who understands the requirements of the states.
- Automation and technology solutions to streamline processes and improve operational efficiencies.
- Commitment to environmentally sustainable business operations.
- Cost competitive, value-driven shipping solutions.

FedEx: Offering WSCA Participants Transportation Services that Meet Your Unique Requirements

FedEx has the networks and services to cost-effectively move WSCA's shipments on time, intact and with the visibility that you and your users require.

- **FedEx Express** – For WSCA's time-sensitive shipments, FedEx Express has the global air-and-ground network and range of services to speed delivery. As the world's largest express transportation company, FedEx Express offers a suite of time-definite letter, package and freight delivery solutions to more than 220 countries and territories. With our extensive fleet of 672 airplanes, we retain custodial control of your shipments.
- **FedEx Ground** – Specializing in cost-effective, small-package shipping, FedEx Ground serves 100 percent of business ZIP codes in the U.S. as well as Canada with dependable business-to-business delivery. With FedEx Ground Multiweight, WSCA automatically receives discounts for FedEx Ground shipments going to the same address on the same day.

FedEx: Offering WSCA a Dedicated Government Team Who Understands Your Business Needs

At FedEx, we understand that WSCA needs a carrier that does more than just deliver packages. With 50 percent of the U.S. participating in WSCA, we understand the need for day-to-day support from professionals who understand your specific business and shipping needs. FedEx provides a specialized team of sales professionals, customer service representatives, IT experts, supply-chain consultants, marketing specialists, packaging engineers and inbound shipment specialists who understand government and can provide the proactive shipping solutions that are needed in today's dynamic environment.

Dedicated Sales Support

Each participating state will have a dedicated FedEx Worldwide Account Manager who will be the primary contact for that state. He/she will meet with the various agencies to review shipping activity and help bring the greatest value possible through creative solutions and proactive problem resolution. FedEx also is dedicated to serving WSCA with local account contacts and other local professionals who will stay abreast of issues and let you know of new beneficial services.

FedEx has a dedicated Government Customer Service hotline available to assist with inquiries. By calling our toll-free number 1.800.645.9424, you will reach a customer service agent who can assist you with your FedEx Express, FedEx Ground or FedEx Freight inquiries. These representatives understand our government contracts and can assist you with product and service questions as well as set up new accounts and assist with billing and invoice questions.

FedEx Offering WSCA Award-Winning Technological Capabilities

FedEx has worked diligently with the participating states to identify and implement automation solutions that help streamline processes and reduce the “man-hours” needed to ship, track, invoice and report on FedEx packages. Our innovative IT options enhance a range of customer-related activities helping WSCA save time, increase visibility, improve customer service, enhance reporting capabilities and decrease costs. We are committed to continuing to leverage technology to help WSCA states improve processes, drive out wasted time and improve compliance.

FedEx: Doing Our Part to Preserve the Environment

FedEx understands how each participating state takes pride in preserving your beautiful land and resources. We are well recognized as a leader, not only in the transportation industry and technological innovation, but also in global citizenship. We understand that a sustainable global business is tied to our global citizenship, and we are committed to connecting the world responsibly and resourcefully. During 2010, we published an update to our inaugural global citizenship report. These reports describe how we think about our responsibilities in the area of global citizenship and include important goals and metrics that demonstrate our commitment to fulfilling these responsibilities.

FedEx: The Transportation Management Solution that WSCA Can Continue to Rely On

At FedEx, we are excited about the opportunity to help you with not only your transportation management objectives, but also to help you reach a new level of success. We want to understand your business more completely and work with you to enhance the way you operate. Let us continue to prove to you our reputation for excellence in the industry. The concept of success that comes through meeting customer needs is familiar to FedEx. It is what drives our commitment to making every customer interaction with FedEx outstanding — and what differentiates us in the industry.

Section 3: Detailed Response



Detailed Response

FedEx Document Conventions

For ease of review, FedEx has incorporated directions and questions from WSCA's original RFP document into this response. WSCA's text is shown in blue. The response from FedEx appears in black text.

FedEx Companies Responding

FedEx is responding to WSCA's RFP with the services of FedEx Express and FedEx Ground.

Please note that capabilities discussed in this document may differ by world regions due to cultural and technological differences, and our ability to meet WSCA's needs, with some regional variations, can be discussed at a later stage of negotiations.

REQUEST FOR PROPOSAL - INSTRUCTIONS AND GENERAL PROVISIONS STATE COOPERATIVE CONTRACT

- SUBMITTING THE PROPOSAL:** (a) The Utah Division of Purchasing and General Services (DIVISION) prefers that proposals be submitted electronically. Electronic proposals may be submitted through a secure mailbox at BidSync (formerly RFP Depot, LLC) (www.bidsync.com) until the date and time as indicated in this document. It is the sole responsibility of the supplier to ensure their proposal reaches BidSync before the closing date and time. There is no cost to the supplier to submit Utah's electronic proposal via BidSync. (b) Electronic proposals may require the uploading of electronic attachments. The submission of attachments containing embedded documents is prohibited. All documents should be attached as separate files. (c) If the supplier chooses to submit the proposal directly to the DIVISION in writing: The proposal must be signed in ink, sealed, and delivered to the Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." The "Solicitation Number" and "Due Date" must appear on the outside of the envelope. All prices and notations must be in ink or typewritten. Each item must be priced separately. Unit price shall be shown and a total price shall be entered for each item offered. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing offer. Unit price will govern, if there is an error in the extension. Written offers will be considered only if it is submitted on the forms provided by the DIVISION. (d) Proposals, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-209. (e) Facsimile transmission of proposals to DIVISION will not be considered.
- PROPOSAL PREPARATION:** (a) Delivery time of products and services is critical and must be adhered to as specified. (b) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the DIVISION. If the supplier lists a trade name and/or catalog number in the offer, the DIVISION will assume the item meets the specifications unless the offer clearly states it is an alternate, and describes specifically how it differs from the item specified. All offers must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this

solicitation. (c) Incomplete proposals may be rejected. (d) Where applicable, all proposals must include complete Manufacturer's descriptive literature. (e) By submitting the proposal the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct. (f) This proposal may not be withdrawn for a period of 60 days from the due date.

3. **FREIGHT COST:** Suppliers are to provide line item pricing FOB Destination Freight Prepaid. Unless otherwise indicated on the contract/purchase order, shipping terms will be FOB Destination Freight Prepaid.
4. **SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents. Bidders are cautioned not to consider verbal modifications.
5. **PROTECTED INFORMATION:** Suppliers are required to mark any specific information contained in their offer which they are claiming as protected and not to be disclosed to the public or used for purposes other than the evaluation of the offer. Each request for non-disclosure must be made by completing the "Confidentiality Claim Form" located at: <http://www.purchasing.utah.gov/contract/documents/confidentialityclaimform.doc> with a specific justification explaining why the information is to be protected. Pricing and service elements of any proposal will not be considered proprietary. All material becomes the property of the DIVISION and may be returned only at the DIVISION's option.
6. **BEST AND FINAL OFFERS:** Discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by a competing offeror.
7. **SAMPLES:** Samples of item(s) specified in this offer, brochures, etc., when required by the DIVISION, must be furnished free of expense to the DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, be returned at the offeror's expense.
8. **AWARD OF CONTRACT:** (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose proposal is determined to be the most advantageous to the DIVISION, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION may accept any item or group of items, or overall best offer. The DIVISION can reject any or all proposals, and it can waive any informality, or technicality in any proposal received, if the DIVISION believes it would serve the best interests of the DIVISION. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open proposals publicly, identifying only the names of the offerors. During the evaluation process, proposals will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the proposals. Following the award decision, all proposals become public information except for protected information (see number 5 above). A register of proposals and contract awards are posted at <http://purchasing.utah.gov/vendor/bidtab.html>. (e) Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount.

(f) Utah has a reciprocal preference law which will be applied against offerors offering products or services produced in states which discriminate against Utah products. For details see Section 63G-6-404 and 63G-6-405, Utah Code Annotated. (g) Multiple contracts may be awarded if the DIVISION determines it would be in its best interest.

9. **DIVISION APPROVAL:** Contracts written with the State of Utah, as a result of this proposal, will not be legally binding without the written approval of the Director of the DIVISION.
10. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the DIVISION.
11. **ENERGY CONSERVATION AND RECYCLED PRODUCTS:** The contractor is encouraged to offer Energy Star certified products or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. The State of Utah also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this solicitation.
12. **GOVERNING LAWS AND REGULATIONS:** All State purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov. By submitting a bid or offer, the bidder/offeror warrants that the bidder/offeror and any and all supplies, services equipment, and construction purchased by the State shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.
13. **SALES TAX ID NUMBER:** Utah Code Annotated (UCA) 59-12-106 requires anyone filing a bid with the state for the sale of tangible personal property or any other taxable transaction under UCA 59-12-103(1) to include their Utah sales tax license number with their bid. For information regarding a Utah sales tax license see the Utah State Tax Commission's website at www.tax.utah.gov/sales. The Tax Commission is located at 210 North 1950 West, Salt Lake City, UT 84134, and can be reached by phone at (801) 297-2200.

PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The State of Utah, Division of Purchasing on behalf of the Western States Contracting Alliance (WSCA), is requesting Proposals from asset based Carriers for zone based door- to-door express small package air delivery, expedited ground parcel and pouch services. This RFP may result in a price agreement award to multiple Carriers for services to the contiguous 48 states, Alaska, Hawaii, Puerto Rico and international locations. Pricing for services for all WSCA states will be required. However, Proposals may be submitted from intrastate carriers for a specific state, covering all state points and places in intrastate ground and/or pouch service, when specifically designated within the appropriate cost tables. The purpose of this RFP is to establish Master Price Agreements on a competitive basis with qualified Carriers to provide these services whereby participating WSCA states can select services based on their established shipping needs.

ORDER OF PRECEDENCE:

Each contract issued under the Master Price Agreement will consist of the following documents:

1. A Participating Entity's Participating Addendum ("PA") including state specific Terms and Conditions included in this Solicitation;
2. WSCA Standard Terms and Conditions;
3. The Solicitation; and
4. Offeror's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to the documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor.

FedEx takes exception to this statement contained in the previous paragraph: *"No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor."* The FedEx Service Guide in effect at the time of shipment is a governing contractual document in both the WSCA Master Agreement and each state's participating addendum.

Important Note: Incorporation of the FedEx Service Guide

If awarded the business, FedEx would provide services subject to the completion of a definitive written agreement. Each shipment made under the agreement would be subject to the terms and conditions of the origin country's FedEx Service Guide in effect at the time of shipment, whose terms are incorporated by reference. FedEx reserves the right to modify the FedEx Service Guide at anytime. FedEx will endeavor to notify WSCA of any service changes contained in the FedEx Service Guide, and FedEx will work with WSCA to incorporate such changes into a contract amendment as mutually agreed upon by the parties.

A key objective of this RFP is to obtain reduced rates by combining the volume of shipments from governmental entities within multiple states with administrative savings that will result from the maintenance of a single, comprehensive Master Price Agreement for each selected Carrier.

BACKGROUND

WSCA is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (i.e. colleges, school districts, counties, cities, etc.) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA was formed in October 1993. The purpose of WSCA is to establish the means by which participating states may join together in cooperative multi-state contracting. The mission of WSCA is to implement multi-state contracts to achieve cost-effective and efficient acquisition of quality products and services and sharing among the WSCA participants. WSCA's website can be found at the URL <http://www.aboutwsca.org>.

**FedEx RFP Response for State Government of Utah – WSCA
Solicitation DR 11031**

WSCA uses a "Lead State" model in issuing cooperative solicitations. One WSCA state leads the procurement and establishes a Sourcing Team made up of members of other WSCA States. The Lead State issues the solicitation and awards the contracts based on that state's statutory requirements and processes. The Lead State owns and manages the contract(s). Once contracts have been executed by the Lead State, other WSCA states may then choose to participate with the awarded contracts. The resulting contracts may also be used by other NASPO states with the authorization from the WSCA directors.

WSCA currently has 138 contracts awarded for 28 different commodities and services. Multiple vendors are typically awarded within a solicited category. The awards are collectively utilized by nearly all 50 states. The 2009 annual spend on the 138 WSCA contracts was nearly \$6 billion. The WSCA member states also manage spend via non-WSCA contracts in the multi-billion dollar range as well.

WSCA contracts have considerable diversity in terms of the end users who utilize the contracts. Contract(s) resulting from a WSCA procurement may be used by State agencies and Institutions of Higher Education as well as the cities, counties, school districts and other political subdivisions within each respective State. The resulting Master Price Agreement(s) may also be used by other NASPO states with the authorization from the WSCA directors and subject to approval of the individual State Procurement Director and local statutory provisions.

WSCA is a subset of the National Association of State Procurement Officials (NASPO). NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central procurement offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO was formally established on January 29, 1947, in Chicago, Illinois. NASPO is an organization through which the member purchasing officials provide leadership in professional public procurement, improve the quality of procurement, exchange information and cooperate to attain greater efficiency, economy, and customer satisfaction. NASPO's website can be found at the URL <http://www.naspo.org>.

ISSUING OFFICE AND WSCA CONTRACT ADMINISTRATOR

The State of Utah, Division of Purchasing has been designated by WSCA as the Lead State conducting this procurement and subsequent contract management. The reference number for this Solicitation is DR11031. The WSCA Contract Administrator designated by the State of Utah, Division of Purchasing is:

Dan Reisner, Freight Manager
State of Utah, Division of Purchasing
3150 State Office Building, Capitol Hill
Salt Lake City, UT 84114-1061
dreisner@utah.gov
voice: 801-538-3216
fax: 801-538-3882

DEFINITIONS

"Authorized User" means a government body that is authorized to procure Services from Contractor based on this Master Price Agreement. Participant includes State, State Agencies, Participating States and Political Subdivisions of Participating States properly authorized by a Participating State to enter into a contract for the purchase of Services described in this Master Price Agreement.

"Carrier" means an organization that enters into a Master Price Agreement with the Lead State on behalf of WSCA and subsequent Participating Addenda and contracts with Participating States or Participating Entities or Authorized Users respectively.

"Contract" means the entire agreement between Carrier and the Authorized User and may include a Purchase Order or other ordering document issued by an Authorized User or Carrier's shipping form, bill of lading, Air Waybill or other documents.

"Contract Administrator" means the individual appointed by Participating State or Lead State to administer this Master Price Agreement on behalf of the State, the participating WSCA members or other Participants. For purposes of the Master Price Agreement, the Lead State Contract Administrator is the WSCA Contract Administrator.

"Lead State" means the state that conducted this cooperative solicitation and that will centrally administer this resulting Master Price Agreement. Utah is the Lead State for this Master Price Agreement.

"Participating Addendum" means a written statement of agreement signed by Carrier and Participating State that clarifies the operation of the Master Price Agreement for the Participating State or Participating Entity (e.g. ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and Carrier willingness to provide Services and Goods under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

"Participating Entity" means a governmental body that procures Services from Carrier based on this Master Price Agreement established by Lead State. Participating Entity may include States, State Agencies, and Participating States and Political Subdivisions of Participating States properly authorized by the Participating State to enter into a contract for the purchase of Goods and Services described in this Master Price Agreement.

"Participating State" means any state that has signed a Participating Addendum with Carrier.

"Master Price Agreement" means this indefinite quantity agreement between Carrier and Lead State on behalf of WSCA under which Carrier agrees to hold prices, terms and conditions firm for a specified period of time for the benefit of all Participating Entities and to furnish products or services to a Participating Entity.

"Proposal" means a firm offer submitted in response to a request for proposal.

"Offeror" means a person, organization or government entity that submits a response to a request for proposal.

CONTRACT PARTICIPANTS

Apart from the Lead State conducting the RFP, the States indicated in Attachment B have signed their intent to enter into an agreement with the successful Offeror. This Intent to Participate is not binding. Other States may use awards based on this solicitation at any time during the Master Price Agreement period. Also shown in Attachment B are States who will accept offers from Carriers offering intrastate transportation services for their individual state.

A Participating Addendum (PA) shall be executed for each Carrier by the individual Participating State or Participating Entity desiring to use the Master Price Agreement.

**FedEx RFP Response for State Government of Utah – WSCA
Solicitation DR 11031**

The Participating State or Participating Entity and Carrier shall negotiate and agree upon any additional terms and conditions prior to the execution of a PA. States are not required to sign a PA with all awarded Carriers.

SUBMITTING YOUR PROPOSAL

The State of Utah, Division of Purchasing requires that proposals be submitted electronically. Electronic proposals must be submitted through a secure mailbox at BidSync (Formerly RFP Depot) www.bidsync.com until the date no later than: 3:00 P.M. Mountain Time (MT) Wednesday, March 30, 2011. ("RFP Closing Date").

In addition to the electronic proposal submitted in BidSync Offeror must submit a written Proposal directly to the State Division of Purchasing, (one (1) Master Proposal and three (3) additional copies) must be provided. Proposals submitted under improperly marked covers may be rejected. If discrepancies are found between two or more copies submitted, the Proposal marked Master will be used for resolving discrepancies. If one of the Proposals is not clearly marked Master, the Lead State may reject the Proposal or, at its sole option, select one copy to be used as the Master immediately after proposal opening. Both electronic and hard copy Proposals must be received by the State of Utah, Division of Purchasing by the RFP closing date reference above.

The hard copy Proposals must be sent to: State of Utah, Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City UT 84114-1061. Proposals may be modified or withdrawn prior to the deadline set for opening of Proposals.

All questions must be submitted through the electronic procurement system. Questions concerning this RFP will be accepted through 5:00 P.M. (MT) on Monday, March 21, 2011. Questions may be answered as they come in or may be compiled into one document and answered via an Addendum. Carriers will be notified by email if the Addendum has been posted. Carriers should periodically check the electronic procurement system for answered questions and Addenda.

When submitting the Proposal electronically through BidSync, please allow sufficient time to complete the online forms and upload documents. The solicitation will end at the closing time listed in the RFP. If Offerors are in the middle of uploading their Proposal at the closing time, the system will stop the process and the Proposal will not be received by BidSync and will be considered late.

Electronic Proposals may require uploading of electronic attachments. BidSync's site will accept a wide variety of document types as attachments. However, the submission of documents containing embedded (zip files), mov, wmp and mp3 files are prohibited. All documents should be attached as separate files. Following is the anticipated timeline for this RFP:

RFP Released

Proposals Due ("RFP Closing Date")
Effective date of new Price Agreement
February 14, 2011
March 30, 2011
August 28, 2011

It is the sole responsibility of the Offeror to ensure their Proposal reaches BidSync before the closing date and time. There is no cost to the Offeror to submit electronic proposals to the Division of Purchasing via BidSync.

LENGTH OF PRICE AGREEMENT

The Master Price Agreement resulting from this RFP will be a one year fixed price Master Price Agreement. The Master Price Agreement may be extended beyond the first year up to four (4) optional one-year renewals for a maximum of five years upon mutual agreement of the parties.

PRICE GUARANTEE PERIOD

Pricing is firm for the first year of the Master Price Agreement. Price adjustments may be allowed for subsequent years, but not automatically applied, provided the adjustment is made owing to legitimate increases in the Carrier's operating expenses, e.g. fuel, taxes, labor, etc.. Base rate price adjustments will be on an annual basis in accordance with the U.S. Bureau of Labor Statistics "Table 1" Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, expenditure category Transportation, www.bls.gov/news.release/cpi.t01.htm, but in no case will any increase exceed 6% more than the prices for the immediately preceding year. Carrier will also agree to adjust pricing accordingly should legitimate decreases in operating expenses occur during the term of the Master Price Agreement.

Written request for an increase with supporting documentation must be received by the Contract Administrator, State of Utah Division of Purchasing at least thirty (30) days prior to the effective date of the increase. Increases shall not be effective unless they are approved by the Director, State of Utah Division of Purchasing. The contiguous 48 states will have published zone based price lists. Alaska, Hawaii and Puerto Rico will have their own published rate listing.

The prices paid by the Authorized User will be those prices listed in the schedule of rates and charges attached to the RFP response on file with the Utah Division of Purchasing. The Carrier will provide the Contract Administrator and requesting Participating States, a price list, in an Excel format, that includes both the schedule of rates used to compute the pricing for the entire term of the Master Price Agreement. At no time during the term of the Master Price Agreement will the rates or charges exceed current list rates or Service Guide charges.

DETAILED SCOPE OF WORK

The scope of this RFP includes US domestic and international door-to-door express small package air services covering interstate, intrastate and international service. Outbound shipments will move prepaid and inbound shipments will ship collect for each Participating State. Domestic expedited ground parcel shipments will also ship outbound prepaid and inbound collect by each participating state. Domestic shipment service includes the contiguous 48 states, Alaska, Hawaii and Puerto Rico, for both commercial and residential shipments.

Offerors desiring to offer intrastate ground or pouch services or both for a specific state only must clearly designate each rate table and schedule of rates and charges accordingly. Those rates and service must apply to all points and places within the designated state and Offeror must document its ability to provide statewide pick-up and delivery service in its Proposal. See Attachment B.

SCHEDULE OF RATES AND CHARGES

Zone based pricing

Zone based pricing for services must include, but not be limited to, the following:

Intrastate

- Ground (other than guaranteed next day)
- Pouch Service – Specify state, if offered. See Attachment A.
- Next Day Ground AM
- Next Day Ground PM
- Next Day Air AM
- Next Day Air PM
- Multiweight/Hundredweight service

Please see the FedEx Service Guide for service availability by specific state. Descriptions of FedEx Express and FedEx Ground services are also available in **FedEx Attachment C**. Please note that FedEx Ground is a day-definite, not a time-definite, service.

Interstate

- Ground (Guaranteed day definite delivery)
- Next Day Air AM
- Next Day Air PM
- Second Day Air AM
- Second Day Air PM
- Three day service
- Multiweight/Hundredweight service

Please see the FedEx Service Guide for service availability by specific state. Descriptions of FedEx Express and FedEx Ground services are also available in **FedEx Attachment C**. Please note that FedEx Ground is a day-definite, not a time-definite, service.

International

- Inbound to US points and places
- Outbound from US points and places

Please see the FedEx Service Guide for service availability by specific state. Descriptions of FedEx Express and FedEx Ground services are also available in **FedEx Attachment C**. Please note that FedEx Ground is a day-definite, not a time-definite, service.

The foregoing shipping services for both commercial and residential deliveries will be provided per Carrier's Service Guides in effect at award date of the Master Price Agreement. The Service Guide in effect at that time will remain in effect for the first year of the Master Price Agreement with no changes allowed that affect pricing or service without prior written approval of the WSCA Contract Administrator.

FedEx takes exception to the statement in the previous paragraph *"The Service Guide in effect at that time will remain in effect for the first year of the Master Price Agreement with no changes allowed that affect pricing or service without prior written approval of the WSCA Contract Administrator."* FedEx does not agree to a frozen version of the FedEx Service Guide for any customer, nor do we agree to give our customers approval rights over the FedEx Service Guide changes. Occasionally, FedEx offers new services; so therefore, we strive to offer those changes available to our customers.

Important Note: Incorporation of the FedEx Service Guide

If awarded the business, FedEx would provide services subject to the completion of a definitive written agreement. Each shipment made under the agreement would be subject to the terms and conditions of the origin country's FedEx Service Guide in effect at the time of shipment, whose terms are incorporated by reference. FedEx reserves the right to modify the FedEx Service Guide at anytime. FedEx will endeavor to notify WSCA of any service changes contained in the Service Guide, and FedEx will work with WSCA to incorporate such changes into a contract amendment as mutually agreed upon by the parties.

This Master Price Agreement is subject to Federal Regulations 39 CFR Part 310 and 39 CFR Part 320 Private Express Statutes (PES).

This Master Price Agreement is a full service money back guarantee agreement. For the purpose of this RFP, "full service" means the Carrier's pricing offer must include all charges, i.e. all administrative, reporting or other requirements; all overhead costs and profit, and all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Carriers may also include additional pricing offers in addition to the required guaranteed rates.

HISTORICAL USAGE DATA

This information has been removed in order to conserve space.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

A. QUALIFICATIONS OF CARRIERS

Offeror must attach a true, correct and complete copy of its operating permit to their Proposal. The Authorized User and Carrier agree that each and every shipment tendered to Carrier under the Contract is a tender to the Carrier. The Carrier represents and warrants that it is authorized pursuant to permits issued to transport shipments, as described in this Master Price Agreement in interstate and foreign commerce from, to, or between all points and places in the United States and international points and to lawfully furnish to the Authorized User all related services provided for herein. Carrier agrees to immediately notify Authorized User of any threatened or actual suspension or revocation of any such permit or operating authority during the course of any awarded price agreement. Carrier further represents and warrants that it has not, and during the term of this Master Price Agreement, will not request, pursuant to 49 U.S. C. Section 14501 (c) (B) (ii), to be subject to any law, regulation or provision that purports to create any right or obligation that is inconsistent with the provision of this Master Price Agreement.

FedEx represents that it is duly authorized and licensed by the appropriate regulatory agencies to operate and provide services as set forth in the FedEx Service Guide. Please see **FedEx Attachment B** for copies of the most relevant operating certificates.

B. INSURANCE

Prior to executing a Participating Addendum contract, Carrier shall furnish each Participating State and Shipper Certificates of Insurance (COI) from insurance companies satisfactory to Participating State or Participating Entity evidencing that Carrier is covered by insurance of the kinds and minimum amounts as set forth below. Each policy shall contain a provision that no cancellation or material change in coverage shall be made without at least thirty (30) days prior written notice to Participating State or Participating Entity. Without limiting the generality of the foregoing, such insurance shall fully insure Carrier for carrier liability imposed by law and all liability assumed hereunder. Carrier shall require sub-contractors, if any, to obtain and maintain insurance of the types and amounts set forth below:

INSURANCE REQUIRED:

1. General Public Liability Insurance
Minimum Limits of Coverage:
Bodily Injury \$1,000,000 each occurrence
Property Damage 500,000
2. Auto Liability Insurance
Minimum Limits of Coverage:
Bodily Injury \$1,000,000
Property Damage 500,000
3. Cargo Insurance
Minimum Amount of Coverage \$100,000
4. Workman's Comp Coverage
Statutory Limits per participating state
All liability and cargo policies provided shall name the Lead State (Utah and each Participating State or Participating Entity) as both a certificate holder and as an additional insured. Copies of current insurance certificate(s) shall be sent to the Contract Administrator for the term of the Master Agreement.

FedEx maintains all such insurance as is necessary to protect the interest of FedEx and to meet its contractual obligations to its customers, and we will provide evidence of such coverage upon request by the customer. FedEx reserves the right to negotiate specifications of coverage upon award of contract.

Motor Carrier Cargo Liability

For FedEx Express and FedEx Ground, our maximum liability shall be in accordance with the Declared Value and/or FedEx Money-Back Guarantee (as published in the FedEx Service Guide, Conditions of Carriage, or procedures of the country of origin at the time of shipment).

The declared value of any package represents our maximum liability in connection with a shipment of that package, including, but not limited to, any loss, damage, delay, misdelivery, non-delivery, misinformation, any failure to provide information, or misdelivery of information relating to the shipment. It is the shipper's responsibility to prove actual damages. Exposure to and risk of any loss in excess of the declared value is assumed by the shipper. You may transfer this risk to an insurance carrier of your choice through the purchase of an insurance policy. Contact an insurance agent or broker if you desire insurance coverage. FedEx does not provide insurance coverage of any kind.

For terms and conditions of declared value and the FedEx Money-Back Guarantee, please refer to the FedEx Service Guide, Conditions of Carriage, or procedures of the country of origin at the time of shipment.

In general, the liability of any and all carriers is determined by the airbill contract of carriage. Thus, the value stated on the originating carrier's airbill carries forward to all other carriers of the customer's goods. This is especially true when involved in international carriage.

FedEx does not agree to add WSCA as an additional insured or as a certificate holder or to increase insurance requirements for its coverage.

FedEx Express Verification of Insurance

The Risk Management Department of Federal Express Corporation provides the following verifications of insurance solely as a matter of courtesy for our customers and others.

These verifications extend no liability to our insurers and provide no insurance coverage to the holders of said documents.

The issuance of these verifications is only to comply with public request for evidence of insurance coverage.

WSCA may locate these verifications at fedex.com/us/about/insurance.

General Liability for FedEx Express			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Aircraft Liability: in respect of all aircraft owned, leased, or operated by the Named Insured, worldwide.	\$800,000,000 Bodily Injury and Property Damage Combined	07/01/2010-07/01/2011	Subscribing Insurers For 100% Participation Global Aerospace Policy No. 282940/10
Aircraft Hull Insurance: in respect of all aircraft owned, leased, or operated by the Named Insured, worldwide.			Various Insurers through Aon Group Limited, Aviation Policy No. AM1009201
Cargo Legal Liability			Subscribing members of Institute of London Underwriters for percentages as on file with Aon Group Limited, Aviation
Comprehensive General Liability: in respect of all Ground Operations of the Named Insured, including Premises Operations, Contractual, Products and Completed Operations, Hangarkeepers Liability – in flight.			Subscribing Insurance Companies for percentages as on file with Aon Group Limited, Aviation Starnet Insurance Co. (Per Berkley Aviation) Policy No. BA100700028 Commerce & Industry Insurance Company Policy No. HL1853210-07
Excess Employers Liability			Ironshore Specialty Insurance Company Policy No. IHM10071-01 Lloyds of London Syndicate CVS1919

General Liability for FedEx Express			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
			Policy No. 10AL100003 United States Aviation Underwriters Policy No. SIHL14810 XL Specialty Insurance Co. Policy No. UA00001150AV10A Allianz Global Risks US Insurance Company Policy No. A1AL000136810AM Tiger International Insurance, Ltd. Policy No. TIG70110MAIN
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com; October 2010; Information subject to change without notice.

Auto Liability Insurance for FedEx Express			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Business Automobile Liability Insurance All owned and non-owned vehicles	\$5,000,000 Combined Single Limit	10/01/2010- 10/01/2011	ACE-American Insurance Company ISAH08630660 CAC424452 (Canada) 28PR200491 (PR)
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com October 2010; Information subject to change without notice.

Workers Compensation Insurance for FedEx Express			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Workers Compensation and Employers Liability	Statutory and \$2,000,000	01/15/10 - 01/15/11	Indemnity Insurance Company of North America Policy # WLRC45709978 AOS ACE-American Insurance Company Policy # WLRC45709966 in CA & AZ ACE-American Insurance Company Policy # SCFC4570998A in WI
Excess Workers Compensation	Statutory	01/15/10-01/15/11	ACE-American Insurance Company Policy # WCUC45709991 AOS except TN, TX, FL, NE, IL, ID & ND
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com; October 2010; Information subject to change without notice.

Property Insurance for FedEx Express			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Property Insurance: All Risks of Physical Loss or Damage, Real and Personal Property, on a repair or replacement cost basis	\$REAL_PROP Property Value \$RENT Loss of Rents	12/01/09-12/01/10	Factory Mutual Ins. Co. Policy # JC946 Lexington Ins. Co Policy # WB0801155 Others, including Lloyd's of London various policy numbers
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com; October 2010; Information subject to change without notice.

FedEx Ground Verification of Insurance

The Risk Management Department of Federal Express Corporation provides the following verifications of insurance solely as a matter of courtesy for our customers and others.

These verifications extend no liability to our insurers and provide no insurance coverage to the holders of said documents.

The issuance of these verifications is only to comply with public request for evidence of insurance coverage.

WSCA may locate these verifications at fedex.com/us/about/insurance.

General Liability Insurance for FedEx Ground			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Comprehensive General Liability	\$5,000,000 Combined Single Limit	10/01/10 - 10/01/11	Protective Insurance Company X-1788 (FedEx Ground) X-1797 (FedEx SmartPost)
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com, October 2010. Subject to change without notice.

Auto Liability Insurance for FedEx Ground			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Business Automobile Liability Insurance All Owned and Non-Owned Vehicles	\$5,000,000 Combined Single Limit	10/01/10 - 10/01/11	Protective Insurance Company X-1788, XP1242 (FedEx Ground) X-1797, XP (FedEx SmartPost, Inc.)
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com, October 2010. Subject to change without notice.

Workers' Compensation Insurance for FedEx Ground			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Workers Compensation and Employers Liability	Statutory and \$500,000	10/01/10 - 10/01/11	ACE American WLRC4614000A (FedEx Ground) Protective Insurance Company WD-1429 (FedEx SmartPost)
Excess Workers Compensation	Statutory	10/01/10 - 10/01/11	Indemnity Insurance Co. of North America WCUC46139999 (FedEx Ground) Protective Insurance Company X-1798 (FedEx SmartPost)
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com, October 2010. Subject to change without notice.

Property Insurance for FedEx Ground			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Property Insurance: All Risks of Physical Loss or Damage, Real and Personal Property, on a repair or replacement cost basis	\$REAL_PROP Property Value \$RENT Loss of Rents	12/1/09–12/1/10	Factory Mutual Ins. Co. Policy # JC946 Lexington Ins. Co Policy # WB0801155 Others, including Lloyd's of London various policy numbers
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com, October 2010. Subject to change without notice.

Umbrella Excess Liability Insurance for FedEx Ground			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Automobile/Trucking Excess Liability (including Personal Injury, Property Damage) General Liability Workers' Compensation / Occupational Disease Physical Damage - Comprehensive & Collision Employers' Liability	\$5,000,000 Combined Single Limit	10/01/10 - 10/01/11	Protective Insurance Company X-1788 (FedEx Ground) Protective Insurance Company X-1797 (FedEx SmartPost)
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com, October 2010. Subject to change without notice.

Cargo Legal Liability Insurance for FedEx Ground			
	Limits of Liability	Policy Period	Insurance Companies and Policy Numbers
Cargo Legal Liability	\$1,000,000 Per Occurrence	10/1/09–10/1/10	Protective Insurance Company X-1664
Severability Liability Notice – The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.			

Source: fedex.com, December 2009. Subject to change without notice.

C. MANDATORY REQUIREMENTS

1. Provide firm rates for one year.

FedEx agrees to this requirement.

2. Fuel Surcharge. It is desired for Carrier not to assess a fuel surcharge under the Master Price Agreement. Preference will be given to Offerors not assessing a fuel surcharge. Offeror shall indicate if it will assess a fuel surcharge. If Carrier applies a fuel surcharge, an express (air) and ground cap of (not to exceed) 7% for the full term of the Master Price Agreement will be imposed. Authorized Users must be able to confirm the accuracy of invoices by accessing the Carrier's website for fuel surcharge information. The Carrier's website shall also provide historical fuel surcharge information. The fuel surcharge assessed under this Master Price Agreement shall not exceed the Carrier's published surcharge rate or 7% whichever is lower.

Please refer to the FedEx pricing proposal for our response.

FedEx Express: Fuel Surcharge Ranges

During 2010, FedEx Express purchased jet fuel from various suppliers under contracts that vary in length and which provide for specific amounts of fuel to be delivered. The fuel represented by these contracts is purchased at market prices. Because of our indexed fuel surcharge, we do not have any jet fuel hedging contracts.

Approximately 10 percent of FedEx Express's requirement for vehicle fuel is purchased in bulk. The remainder of FedEx Express's requirement is satisfied by retail purchases with various discounts.

The FedEx Express fuel surcharges are indexed to the spot price for jet fuel. Using this index, the U.S. domestic and outbound fuel surcharge and the international fuel surcharges ranged as follows, for the years ended May 31:

FedEx Express Fuel Surcharges (FY 2008–2010)			
	Years Ended May 31:		
	2010	2009	2008
U.S. Domestic and Outbound Fuel Surcharge			
Low	1%	—	13.50%
High	8.50%	34.50%	25.00%
Weighted-average	6.20%	17.45%	17.06%
International Fuel Surcharges			
Low	1%	—	12.00%
High	13.50%	34.50%	25.00%
Weighted-average	9.47%	16.75%	16.11%

Source: FY10 10K

FedEx Ground: Fuel Surcharge Ranges

The FedEx Ground fuel surcharge is based on a rounded average of the national U.S. on-highway average prices for a gallon of diesel fuel, as published by the Department of Energy. Our fuel surcharge ranged as follows for the years ended May 31:

FedEx Ground Fuel Surcharges (FY 2008–2010)			
	Years Ended May 31:		
	2010	2009	2008
Low	2.75%	2.25%	4.50%
High	5.50%	10.50%	7.75%
Weighted-average	4.23%	6.61%	5.47%

3. Source: FY10 10K

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4. Carrier Service Guide in effect at time of Master Price Agreement award will be in effect for the first year of the Master Price Agreement with no changes in rates or charges during that time without the prior written approval of the WSCA Contract Administrator. The pricing in this Master Price Agreement is not tied to the Carrier's published list pricing in the Service Guide.

FedEx agrees to this requirement.

5. No pick-up charges or weekly service charges shall be assessed for air or ground shipments tendered to the Carrier due to aggregate WSCA volume anticipated. There shall be no required minimum number of packages per trip, per day, per week or per month. No pickup charge may be assessed in addition to the contracted rate for the shipment.

Please refer to the pricing proposal for our response.

6. Carrier must pick-up packages directly from all requesting agencies and political subdivisions upon request. Offeror shall state in its response that all Master Price Agreement pricing will be extended to all participating state agencies and political subdivisions. Carrier must bill each Authorized User for shipments the Authorized User tenders to the Carrier.

FedEx Express and FedEx Ground will pick up from requesting agencies upon request during our normal operational times and in the manner set out in the FedEx Service Guide.

7. Carrier must provide clearly marked money back guaranteed zone based price sheets (schedules of rates and charges) for each service showing rates and charges by weight and zone for all contiguous 48 state domestic shipping. Separate rates in pages may be provided and clearly marked for Hawaii and Alaska and Puerto Rico services. Carriers offering pricing for intrastate ground services only must provide separate clearly marked zone based pricing for the designated state. Rates will be in dollars and cents per pound.

FedEx agrees to this requirement.

8. Money Back Guarantee. The Carrier shall provide a 100% Money Back Guarantee. Upon request of the Authorized User, the Carrier shall fully refund or credit the Authorized User account for the packages that are not delivered or picked up in accordance with the guaranteed delivery service. Packages that are delivered over 60 seconds after the guaranteed delivery time are considered late. The Authorized User shall request the refund or credit within 30 days of the scheduled delivery time. Carriers are encouraged to offer automatic refunds. If the late package meets one or more of the Carrier's exception criteria, as stated in the Service Guide, the Carrier is not obligated to issue a refund to the Authorized User.

FedEx takes exception to refund or credit within 30 days. Please refer to the FedEx Service Guide in effect at the time of shipment for specific terms and conditions.

FedEx Motor Carrier Cargo Liability

For FedEx Express and FedEx Ground, our maximum liability shall be in accordance with the Declared Value and/or FedEx Money-Back Guarantee (as published in the FedEx Service Guide, Conditions of Carriage, or procedures of the country of origin at the time of shipment).

For terms and conditions of declared value and the FedEx Money-Back Guarantee, please refer to the FedEx Service Guide, Conditions of Carriage, or procedures of the country of origin at the time of shipment.

In general, the liability of any and all carriers is determined by the airbill contract of carriage. Thus, the value stated on the originating carrier's airbill carries forward to all other carriers of the customer's goods. This is especially true when involved in international carriage.

FedEx Express Money-Back Guarantee Policy, shipments within the U.S.

We offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means delivery of your package 60 seconds or more after the published delivery commitment time for the selected service and destination, except as otherwise described in terms and conditions of the FedEx Service Guide). This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

The following limitations apply:

- Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
- Only one refund or credit is permitted per package. In the case of multiple-piece shipments, the money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package.
- The money-back guarantee for package services destined for areas outside our primary service areas applies only to the portion of the transportation provided directly by us. The money-back guarantee for FedEx Express Freight services destined for areas outside our primary service areas applies to the portion of the transportation provided directly by us and may also apply to the portion of the transportation provided by the cartage agent.
- Shipments scheduled for delivery on a holiday will be delivered the next business day. Observance of local holidays (e.g., Mardi Gras, St. Patrick's Day) may cause delivery delays. In both circumstances, the delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.

FedEx will not be obligated to refund or credit your transportation charges if:

- We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section of the FedEx Service Guide.

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- The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section of the FedEx Service Guide.
- The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
- The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day via any FedEx Express U.S. or FedEx Express Freight U.S. service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
- The shipment was undeliverable or returned.
- The shipment contained dangerous goods or dry ice.
- The shipment was delayed due to an incorrect address or ZIP code or the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package, including signatures obtained via FedEx Delivery Signature Options.
- The shipment was delayed due to security or other regulatory delays.

Please refer to the FedEx Service Guide for complete details.

FedEx Express Money-Back Guarantee, U.S. Outbound Shipments

We offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

For U.S.-based payers, we will, at our option, and upon request, either refund or credit to the applicable invoice only your transportation charges if we deliver a shipment 60 seconds or more after the applicable delivery commitment time. The money-back guarantee applies to shipments tendered using the following services: FedEx International First, FedEx International Next Flight, FedEx International Priority, FedEx International Priority Freight, FedEx International Economy, FedEx International Economy Freight, FedEx International Priority DirectDistribution, FedEx International Priority DirectDistribution Freight, FedEx International Premium, FedEx International Broker Select, FedEx 10kg Box and FedEx 25kg Box. It does not apply to FedEx International MailService. This money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

The following limitations apply:

- Credits for transportation charges will be applied to the payer's account only, and refunds will be made payable to the payer only.
- Only one refund or credit is permitted per package. In the case of multiple-piece shipments, this money-back guarantee applies to each package in the shipment. If a service failure occurs for any package within the shipment, a refund or credit will be given only for the portion of the transportation charges applicable to that package. For FedEx International Priority DirectDistribution and FedEx International Priority DirectDistribution Freight, the money-back guarantee for shipment delays is prorated based on the number and weight of packages within the shipment where delivery is not completed by the service commitment.
- A credit or refund under our money-back guarantee policy will be applied only against charges for the shipment giving rise to the credit.

- An exact delivery commitment time can be obtained only by telephoning International Customer Service and supplying us with all of the following:
 - Commodity being shipped
 - Date of the shipment
 - Exact destination
 - Weight of the shipment
 - Value of the shipment
- Any transit time published in the FedEx Service Guide or elsewhere, or quoted by Customer Service without the above five required facts, is only an estimate and is not a stated delivery commitment time. You agree that our records regarding quoted delivery times will constitute conclusive proof of any such quotes.
- This money-back guarantee does not apply to requests for invoice adjustment based on overcharges or shipments to P.O. box addresses acceptable for delivery.
- The money-back guarantee for shipments destined for our extended service areas applies only to the portion of the transportation provided directly by us.
- This money-back guarantee applies only to transportation charges paid by U.S.-based payers and does not apply to duties, taxes or other charges, including ancillary clearance service fees.
- Holidays in international locations will affect our transit times. Contact International Customer Service for information on delivery commitments that may be affected due to the observance of these holidays. Deliveries normally scheduled to be made on the day of holiday observance will be rescheduled for delivery on the next business day. The delivery commitment for application of the money-back guarantee policy will be extended for a period equal to the length of the holiday.
- If the sender or recipient specifies a customs broker other than FedEx or the broker selected by FedEx (where this service is available), notification may be given to the broker by 12 p.m. on the first business day the shipment is available for customs clearance in the destination country, and such notification constitutes timely delivery.
- For FedEx International Next Flight service, the quoted delivery time may be changed for many reasons, including, but not limited to, the following: flight delays or cancellations due to air traffic control, weather or mechanical problems. If the delivery commitment is changed, the money-back guarantee will only be applicable to the latest quoted delivery time.

FedEx will not be obligated to refund or credit your transportation charges if:

- We provide you with proof of timely delivery, consisting of the date and time of delivery and, if applicable, the name of the person who signed for the shipment, or service-exception information reflecting that the failure to deliver timely resulted from circumstances described under the Liabilities Not Assumed section of the FedEx Service Guide.
- The service failure resulted, in whole or in part, from any of the circumstances described under the Liabilities Not Assumed section of the FedEx Service Guide.
- The payer's FedEx account number was not in good credit standing, or payment instructions were invalid, and delivery was delayed until payment arrangements were secured.
- The shipment was scheduled for delivery on the Wednesday immediately prior to Thanksgiving or during the seven calendar days before Christmas Day via any FedEx Express international or FedEx Express Freight international service, and was delivered within 90 minutes of the published delivery commitment time for the selected service and destination.
- The shipment was undeliverable or returned.

- The shipment contained dangerous goods or dry ice.
- The shipment was delayed due to an incorrect address or to the unavailability or refusal of an appropriate or eligible person to accept delivery or sign for the package.
- The shipment was delayed due to customs or regulatory delays, including, but not limited to, any delays resulting from compliance with advance notice or prior notice requirements.
- The delay in delivery was caused by adherence to FedEx policies regarding the payment of duties and taxes prior to customs clearance or at delivery.
- Incorrect FedEx tracking numbers were applied to the subject package or shipment by customers using FedEx electronic shipping devices.
- Complete recipient information was not provided at the time of tender to FedEx. Complete recipient information must be provided on either the air waybill or through any FedEx electronic shipping device.
- You did not book an international freight shipment as required.

Money-Back Guarantee Policy, FedEx Ground and FedEx Home Delivery

We offer a money-back guarantee for our services. This guarantee can be suspended, modified or revoked at our sole discretion without prior notice to you.

The money-back guarantee is your exclusive remedy in the event of a service failure for the recovery of all or any portion of the FedEx charges for a shipment. If the money-back guarantee is suspended, there is no remedy or recovery of charges for a service failure. There are no delivery commitments for shipments on which the money-back guarantee is suspended.

FedEx Ground Money-Back Guarantee. At our option, we will, upon request, either refund or credit your transportation charges in the event of a service failure (which means if FedEx does not deliver the shipper's standard ground and multiweight ground package(s) by the end of the scheduled delivery day as published on fedex.com).

FedEx Home Delivery Money-Back Guarantee. At our option, we will, upon request, either refund or credit your transportation charges and residential surcharge in the event of a service failure (which means if FedEx does not deliver the shipper's residential package(s) by the end of the scheduled delivery day as published on fedex.com). For shipments designated as FedEx Date Certain Home Delivery, FedEx Evening Home Delivery or FedEx Appointment Home Delivery.

FedEx Home Delivery Premium Services Money-Back Guarantee. At our option, we will, upon request, either refund or credit your transportation charges, residential surcharge and the applicable premium service charge in the event of a service failure (which means if FedEx does not provide the FedEx Home Delivery premium service requested for the shipper's package(s), as described below).

- **FedEx Date Certain Home Delivery Money-Back Guarantee.** The FedEx Date Certain Home Delivery Money-Back Guarantee applies if the shipment is not delivered on the valid date requested. To be considered valid, the requested date must be no earlier than the scheduled delivery as published on fedex.com; cannot be a Sunday, a Monday or a FedEx holiday; and must be within 14 days from the pickup date. If the delivery date requested is invalid, the FedEx Date Certain Home Delivery Money-Back Guarantee will not apply.

- **FedEx Evening Home Delivery Money-Back Guarantee.** The FedEx Evening Home Delivery Money-Back Guarantee applies if the shipment is not delivered between 5 and 8 p.m. on or before the scheduled delivery date as published on fedex.com.
- **FedEx Appointment Home Delivery Money-Back Guarantee.** The FedEx Appointment Home Delivery Money-Back Guarantee applies if the shipment is not delivered within one hour before or after the time, and on the date, requested by the recipient and agreed to by FedEx.

The FedEx Ground Money-Back Guarantee applies to deliveries within the U.S. For shipments destined to Canada, the FedEx Money-Back Guarantee only applies to transportation charges related to brokerage-inclusive service.

Some restrictions apply. Please refer to the FedEx Service Guide for complete details.

9. Any Carrier terms and conditions, including internet terms and conditions, will not supersede any WSCA or Participating State or Participating Entity Master Price Agreement or Participating Addendum terms or conditions.

FedEx takes exception to this requirement. The FedEx Service Guide in effect at the time of shipment is a governing contractual document.

Important Note: Incorporation of the FedEx Service Guide

If awarded the business, FedEx would provide services subject to the completion of a definitive written agreement. Each shipment made under the agreement would be subject to the terms and conditions of the origin country's FedEx Service Guide in effect at the time of shipment, whose terms are incorporated by reference. FedEx reserves the right to modify the FedEx Service Guide at anytime. FedEx will endeavor to notify WSCA of any service changes contained in the Service Guide, and FedEx will work with WSCA to incorporate such changes into a contract amendment as mutually agreed upon by the parties.

10. Offeror must demonstrate an established, successful track record of past performance in duties and responsibilities related to domestic and international transportation services specified herein. This can be established by providing a copy of reports such as a Carrier annual report, report to Surface Transportation Board, or balance sheets and income and expense statements. Data documenting on time delivery performance for express small package air and small parcel ground services for the past twelve (12) months shall be included.

FedEx Corporation: Financial Stability and Strength

For FY2010, FedEx reported the following results:

- Revenue of \$34.7 billion, down 2 percent from \$35.5 billion the previous year
- Operating income of \$2 billion, up from \$747 million last year
- Net income of \$1.18 billion, up from last year's \$98 million
- Earnings per share of \$3.76, up from \$0.31 per share a year ago (\$3.76 per share excluding the impact of impairment and other charges)

Capital spending for fiscal 2010 was \$2.8 billion, with \$1.5 billion of investments largely related to more fuel-efficient aircraft, including the delivery of six Boeing 777Fs for use in the international network and 12 Boeing 757s.

FedEx Corporation Consolidated Results

This information is protected. The following table compares revenues, operating income, operating margin, net income and diluted earnings per share (dollars in millions, except per share amounts) for the years ended May 31:

FedEx Corporation Consolidated Results (FY 2008–2010)					
	2010	2009 (1)	2008 (2)	Percent Change	
				2010/2009	2009/2008
Revenues	\$34,734	\$35,497	\$37,953	(2)	(6)
Operating Income	1,998	\$747	\$2,075	167	(64)
Operating Margin	5.8%	2.1%	5.5%	370bp	(340)bp
Net Income	\$1,184	\$98	\$1,125	NM	(91)
Diluted Earnings Per Share	\$3.76	\$3.31	\$3.60	NM	(91)

1) Operating expenses include charges of \$1.2 billion (\$1.1 billion, net of tax, or \$3.45 per diluted share), primarily related to impairment charges associated with goodwill and aircraft.

(2) Operating expenses include a charge of \$891 million (\$696 million, net of tax, or \$2.23 per diluted share), predominantly related to impairment charges associated with intangible assets from the FedEx Office acquisition.

FedEx Corporation Consolidated Statements of Cash Flows (in millions)			
	Years ended May 31,		
	2010	2009	2008
OPERATING ACTIVITIES			
Net income	\$1,184	\$98	\$1,125
Adjustments to reconcile net income to cash provided by operating activities:			
Depreciation and amortization	1,958	1,975	1,946
Provision for uncollectible accounts	124	181	134
Deferred income taxes and other noncash items	331	299	124
Noncash impairment charges	18	1,103	882
Stock-based compensation	101	99	101
Changes in operating assets and liabilities, net of the effects of businesses acquired			
Receivables	(906)	762	(447)
Other assets	276	(196)	(237)
Pension assets and liabilities, net	(611)	(913)	(273)
Accounts payable and other liabilities	710	(628)	190
Other, net	(47)	(27)	(80)
Cash provided by operating activities	3,138	2,753	3,465
INVESTING ACTIVITIES			
Capital expenditures	(2,816)	(2,459)	(2,947)

FedEx Corporation Consolidated Statements of Cash Flows (in millions)			
	Years ended May 31,		
Proceeds from asset dispositions and other	35	76	50
Cash used in investing activities	(2,781)	(2,383)	(2,897)
FINANCING ACTIVITIES			
Principal payments on debt	(653)	(501)	(639)
Proceeds from debt issuances	-	1,000	-
Proceeds from stock issuances	94	41	108
Excess tax benefits on the exercise of stock options	25	4	38
Dividends paid	(138)	(137)	(124)
Other, net	(20)	(7)	-
Cash (used in) provided by financing activities	(692)	400	(617)
CASH AND CASH EQUIVALENTS			
Effect of exchange rate changes on cash	(5)	(17)	19
Net (decrease) increase in cash and cash equivalents	(340)	753	(30)
Cash and cash equivalents at beginning of period	2,292	1,539	1,569
Cash and cash equivalents at end of period	\$1,952	\$2,292	\$1,539

FedEx Corporation Consolidated Statements of Income (in millions, except per share amounts)			
	Years ended May 31,		
	2010	2009	2008
REVENUES	\$34,734	\$35,497	\$37,953
OPERATING EXPENSES:			
Salaries and employee benefits	14,027	13,767	14,202
Purchased transportation	4,728	4,534	4,634
Rentals and landing fees	2,359	2,429	2,441
Depreciation and amortization	1,958	1,975	1,946
Fuel	3,106	3,811	4,409
Maintenance and repairs	1,715	1,898	2,068
Impairment and other charges	18	1,204	882
Other	4,825	5,132	5,296
	<u>32,736</u>	<u>34,750</u>	<u>35,878</u>
OPERATING INCOME	1,998	747	2,075
OTHER INCOME (EXPENSE):			

FedEx Corporation Consolidated Statements of Income (in millions, except per share amounts)			
	Years ended May 31,		
	2010	2009	2008
Interest expense	(79)	(85)	(98)
Interest income	8	26	44
Other, net	(33)	(11)	(5)
	<u>(104)</u>	<u>(70)</u>	<u>(59)</u>
INCOME BEFORE INCOME TAXES	1,894	677	2,016
PROVISION FOR INCOME TAXES	<u>710</u>	<u>579</u>	<u>891</u>
NET INCOME	<u>\$1,184</u>	<u>\$98</u>	<u>\$1,125</u>
BASIC EARNINGS PER COMMON SHARE	<u>\$3.78</u>	<u>\$0.31</u>	<u>\$3.64</u>
DILUTED EARNINGS PER COMMON SHARE	<u>\$3.76</u>	<u>\$0.31</u>	<u>\$3.60</u>

FedEx Corporation Consolidated Balance Sheets (in millions)		
	May 31,	
	2010	2009
ASSETS		
Current Assets		
Cash and cash equivalents	\$1,952	\$2,292
Receivables, less allowances of \$196 and \$158	4,163	3,391
Spare parts, supplies and fuel, less allowances of \$175 and \$163	389	367
Deferred income taxes	529	511
Prepaid expenses and other	251	555
Total current assets	<u>7,284</u>	<u>7,116</u>
Property And Equipment, At Cost		
Aircraft and related equipment	11,640	10,118
Package handling and ground support equipment	5,193	4,960
Computer and electronic equipment	4,218	4,280

FedEx Corporation Consolidated Balance Sheets (in millions)		
	May 31,	
	2010	2009
Vehicles	3,170	3,078
Facilities and other	7,081	6,824
	<hr/>	<hr/>
	31,302	29,260
Less accumulated depreciation and amortization	16,917	15,843
	<hr/>	<hr/>
Net property and equipment	14,385	13,417
Other Long-Term Assets		
Goodwill	2,200	2,229
Pension assets	—	311
Intangible and other assets	1,033	1,171
	<hr/>	<hr/>
Total other long-term assets	3,233	3,711
	<hr/>	<hr/>
	\$24,902	\$24,244
LIABILITIES AND STOCKHOLDERS' INVESTMENT		
Current Liabilities		
Current portion of long-term debt	\$262	\$653
Accrued salaries and employee benefits	1,146	861
Accounts payable	1,522	1,372
Accrued expenses	1,715	1,638
	<hr/>	<hr/>
Total current liabilities	4,645	4,524
Long-Term Debt, Less Current Portion	1,668	1,930
Other Long-Term Liabilities		
Deferred income taxes	891	1,071
Pension, postretirement healthcare and other benefit obligations	1,705	934

FedEx Corporation Consolidated Balance Sheets (in millions)		
	May 31,	
	2010	2009
Self-insurance accruals	960	904
Deferred lease obligations	804	802
Deferred gains, principally related to aircraft transactions	267	289
Other liabilities	151	164
	<hr/>	<hr/>
Total other long-term liabilities	4,778	4,164
Commitments and Contingencies		
Common Stockholders' Investment		
Common stock, \$0.10 par value; 800 million shares authorized; 312 million shares issued for 2009 and 311 million shares issued for 2008	31	31
Additional paid-in capital	2,261	2,053
Retained earnings	13,966	12,919
Accumulated other comprehensive loss	(2,440)	(1,373)
Treasury stock	(7)	(4)
	<hr/>	<hr/>
Total common stockholders' investment	13,811	13,626
	<hr/>	<hr/>
	\$24,902	\$24,244

Source: FY10 10K

FedEx Annual Report and Financial Statements

In addition to the hard copy of the FedEx Annual Report provided along with this response, we invite WSCA to visit the Investor Relations section of our website, located at fedex.com/us/investorrelations, to stay abreast of information regarding FedEx. Our site includes certain financial and operating data, including our quarterly Stat Book, FedEx Annual Report, 10k and will provide notice of events of interest to investors. We periodically update it to include responses to frequently asked questions regarding our business as well.

On-Time Delivery Performance

FedEx does not provide performance information on a company-wide basis, however, upon request, we can provide performance information as it pertains to the individual participating states.

10. Carrier shall have the capabilities of providing the services required under this Price Agreement. For Carriers providing interstate services under the resulting price agreement, Carrier shall serve every zip code in the United States. For Carriers providing intrastate services, Carrier shall serve every zip within the boundaries of the Participating State requesting intra-state services as identified in this RFP, see Attachment B.

FedEx Express and FedEx Ground operate strategically located fleets of aircraft and ground vehicles that allow us to cover 100 percent of U.S. zip codes. Please refer to **FedEx Attachment C** for an overview of FedEx Express and FedEx Ground services.

11. Carrier shall have trained personnel that can research and maintain a quality assurance program through tracking and monitoring deliveries. Carrier should describe its ongoing quality control program.

FedEx provides WSCA a dedicated government sales team along with general customer service resources to support WSCA's tracking and shipment monitoring needs, as well as extensive reporting options and quality programs.

FedEx Quality Driven Management and Six Sigma – On-Going Quality Control Programs

The FedEx approach to quality includes Six Sigma and other quality best practices.

Consistent Quality Across FedEx

Quality Driven Management (QDM) is the FedEx approach to Quality worldwide. It was built by FedEx and optimized for FedEx to make our legendary quality even better. We implemented QDM to ensure that our customers consistently experience the quality they expect from FedEx regardless of which services they choose.

At FedEx, quality is closely aligned with senior leadership companywide. It's not driven by an internal Quality organization. An executive committee rigorously reviews how well FedEx and its competitors are meeting customer expectations. Key quality issues are systematically identified, prioritized and addressed by the committee.

On a daily basis, FedEx measures overall quality through the Service Quality Index (SQI). SQI is a FedEx tool that monitors specific performance elements throughout the company. It's based on competitive analyses and quantitative market research that identify customer requirements critical to quality. The information is embedded in our management, information and operations systems and is used to rigorously analyze trends and identify areas where we can improve our service. Quality assurance teams ensure that corrective action is taken to improve performance by focusing on root causes.

Across FedEx, leadership is measured against SQI metrics and incented to meet the goals that have been set. The metrics and performance goals are reviewed and approved annually and reinforced throughout the organization.

QDM is a Both a Philosophy and a Methodology

- As a philosophy, QDM is the way we think about Quality first when making a decision. It's a set of principles that encourages us to use disciplined reasoning and objective data. It's how we connect every action and every decision back to the customers, who are the heart of FedEx.
- As a methodology, QDM provides a defined set of methods, techniques and tools that are used to drive quantifiable improvements in our business. QDM is not limited to one methodology, but draws on the best of industry practices, such as Six Sigma, LEAN and Total Quality Management. Our goal is continuous improvement and a zero defect rate, even where our defect rate is very low. It reflects our commitment to customers to deliver the industry-leading reliability they expect from FedEx.

QDM Encompasses Six Sigma Best Practices

- QDM encompasses more than one quality methodology, including ISO Standards, Six Sigma and LEAN. The QDM process improvement model is called ABLE — Assess, Build, Launch and Evaluate. Individuals are able to do the work; they are enabled by tools and techniques to solve problems within their work area.
- ABLE aligns very closely with the Six Sigma DMAIC model; Assess is Define; Build covers both Measure and Analyze; Launch is similar to Improve; and Evaluate equates to Control. While Six Sigma focuses primarily on controlling variation by reducing defects, QDM focuses on variation reduction and defect elimination, as well as waste reduction. The following table highlights differences and similarities between QDM, Six Sigma and LEAN.
- “QDM is based on the belief embedded in FedEx culture that quality is everyone's job,” says Frederick W. Smith, FedEx chairman and CEO. In Six Sigma, Quality is owned by a group of highly trained Quality professionals.
- QDM has been introduced to all 290,000 team members worldwide. Every FedEx team member has a deep desire and responsibility to deliver the Purple Promise: “I will make every FedEx experience outstanding.” To help the workforce deliver on the Purple Promise and implement quality in their jobs, QDM deliberately uses simple, intuitive quality language to make sure quality principles are understood by the entire FedEx workforce.
- Customer-facing team members are required to take additional QDM fundamentals skills training, while line and staff managers complete three online training courses. Additional content is included in the FedEx Manager's Guide. Quality professionals and resident leaders and coaches are provided more in-depth, face-to-face training on the principles, improvement methodology tools (e.g., quality basics, statistical tools and LEAN tools), software and project management.

Quality Approaches

	Quality Driven Management (QDM)	Six Sigma	LEAN
What It Is	<ul style="list-style-type: none"> Philosophy Principles Methodology Cultural norm (quality is everyone's job) Tools 	<ul style="list-style-type: none"> Vision Philosophy Business improvement and development methodology Performance metric/goal 	<ul style="list-style-type: none"> Philosophy Methodology Business strategy Culture of people involvement Tools
Principles or Keys	<ul style="list-style-type: none"> Customers define quality Be scientific Measure, measure, measure Optimize business performance Quality involves teamwork View failures as opportunities 	<ul style="list-style-type: none"> Focus on the customer Focus on the system/process Focus on statistical thinking Method to change system/processes 	<ul style="list-style-type: none"> Value (from customer perspective) Value Stream – All processes from suppliers to customer Flow – Make value-add process steps flow Pull – produce based on customer demand Perfection – continuously improve to maximize customer value
Drivers	Deliver market-leading customer experience, business excellence and financial return	Increase customer satisfaction while reducing cost	Eliminate waste to reduce cost and improve customer value
Process Improvement Model	ABLE Assess. Build. Launch. Evaluate	DMAIC Define. Measure. Analyze. Improve. Control.	PDCA Plan. Do. Check. Act.
Performance Targets	Achieve zero defects, variation and waste	Reduce defects and variation	Eliminate waste, improve quality and increase system throughput
Application	Any improvement project, tollgate reviews	Prioritized projects, tollgate reviews, financial validation of results	Daily improvements, Kaizen events for localized projects, prioritized projects
Application Rigor	Rigor adjusted to complexity of problem and skill level of employee	Consistently high level of rigor	Rigor adjusted to complexity of problem
Categories of Tools	Idea creation, evaluation and decision-making; data collection and analysis; cause analysis; process analysis; project planning; statistical; LEAN	Idea creation, evaluation and decision-making; data collection and analysis; cause analysis; process analysis; project planning; statistical	Idea creation, evaluation and decision-making; data collection and analysis; cause analysis; process analysis; project planning; LEAN
Signature Tools	Statistical process control, hypothesis testing, value stream mapping, 5S, LEAN	Statistical process control, hypothesis testing	Value stream mapping, 5S

Quality Approaches

	Quality Driven Management (QDM)	Six Sigma	LEAN
Deployment	Introduced to all employees	Introduced to targeted group	Introduced to targeted group
	Fundamentals course for customer-facing employees		
	3 online courses (QDM Fundamentals, Tools, QAT) for managers and professionals and QDM chapter in manager handbook		
	In-depth, face-to-face training (1–3 weeks) for Dispersed Quality Network (i.e., professionals, leaders, coaches) on principles, improvement methodology, tools, software and project management	In-depth, face-to-face training (3–5 weeks) for dedicated workforce of Black Belts and Master Black Belts on principles, improvement methodology, tools, software and project management	In-depth, face-to-face training (1–3 weeks) for dedicated workforce of LEAN Black Belts and Master Black Belts
Certification	Quality training and demonstrated competency; business skills reinforced in leadership development classes; specific certification in waste and cost reduction in critical division	Black Belt and Master Black Belt: Successful completion of training, 2–3 projects and test of knowledge	Black Belt and Master Black Belt: Successful completion of training, 2–3 projects and test of knowledge
Reward & Recognition	Quality competency and application recognized through core individual and team awards (awards can include cash, stock and recognition)	Black Belt could receive stock and/or cash based on project financials; team members sometimes share in the financial success	
Tools			
Repository	Enterprise measurement system for SQI; Web site that houses messages from executive leaders, ABL methodology, tools, worksheets, templates, online courses, and other reference materials; databases which house projects	Project-tracking database: Maintains project documentation, manages phase advances, facilitates financial validation and enables project closure and rewards	Same project tracking databases if also implementing Six Sigma
Statistical Software	SigmaXL, SAS JMP, SAS/QC	Minitab, SigmaXL	

Process Improvement Models

<p>ASSESS the Opportunity</p> <p>BUILD the understanding of the opportunity, build the solution and build the business case</p> <p>LAUNCH the solution</p> <p>EVALUATE the implementation</p>

<p>DEFINE the problem</p> <p>MEASURE the current performance</p> <p>ANALYZE why a gap exists between goals and current performance</p> <p>IMPROVE the process by implementing the best solution</p> <p>CONTROL by monitoring the process and ensure the gains are sustained</p>
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Process Improvement Steps

/ (1) Identify Opportunities		/ (2) Select and Improve Processes	
Assess	<ul style="list-style-type: none"> Identify potential opportunities Focus on single opportunity Define the scope of the opportunity and identify the stakeholders Develop a team charter Form a QAT 	Define	<ul style="list-style-type: none"> Establish team charter Identify sponsor and team resources Administer pre-work
Build	<ul style="list-style-type: none"> Define work process to be improved Perform root cause analysis Collect data to identify and confirm root cause Explore range of solutions and select one Pilot the solution Build business case for full-scale rollout and seek approval 	Measure	<ul style="list-style-type: none"> Confirm team goal Define current state Collect and display data
		Analyze	<ul style="list-style-type: none"> Determine process capability and speed Determine sources of variation and time bottlenecks
Launch	<ul style="list-style-type: none"> Prepare an implementation plan Define a control plan for assessing the results Launch the full-scale implementation 	Improve	<ul style="list-style-type: none"> Generate Ideas Conduct experiments Create straw models Conduct benefits and concerns analysis Develop action plans Implement
Evaluate	<ul style="list-style-type: none"> Measure and post real-world performance data Evaluate performance data vs. goal Close out QAT Reward and recognize participants 	Control	<ul style="list-style-type: none"> Develop control plan Monitor implementation Mistake-proof the process

*Source: "Lean Six Sigma for Service" by Michael L. George, 2003

12. Carrier shall have uniformed personnel who will adhere to all security procedures required by Authorized Users.

FedEx meets this requirement.

13. Authorized Users shall not be liable for any expense incurred by the Carrier as a consequence of any traffic infractions, parking violations or fees attributable to employees or drivers of the Carrier.

FedEx agrees to this requirement.

14. Drop Boxes and Shipping Supplies. Carrier must agree to place receptacles in convenient locations within Participating States and describe other centralized collection procedures available. Containers must be of sufficient size to contain 8 ½" x 11" sheets of paper, without folding, up to the weight limit for various categories. The Carrier shall provide express pack boxes and express tubes to Participating States at no cost. Carrier shall provide requested materials and supplies within 48 hours of request, except for pre-printed shipping forms. Pre-printed shipping forms are Carrier's shipping forms pre-printed with users address and billing information. Note: Any pre-printed terms and conditions on any Carrier forms, which are inconsistent with the terms and conditions of the Master Price Agreement and any Participating Addendum are rejected and do not modify, change or replace the terms and conditions of this Master Price Agreement or subsequent Participating Addenda. Carrier shall, at no additional charge, provide Authorized Users with label printers, labels, etc. or the ability to print labels that are required to prepare articles for shipment. Offeror shall describe its program for providing such printers, including its lease terms and conditions or the ability to print labels.

FedEx Convenience Network

In 1975, FedEx Express installed the first FedEx Drop Box to make shipping more convenient for its customers. Today, FedEx offers you thousands of shipping locations to drop off your FedEx Express®, FedEx Ground® and FedEx Home Delivery® packages and pick up supplies. Choose from more than 50,000 staffed locations and self-service drop boxes to handle your shipments and shipping needs.

FedEx World Service Center® Locations – More than 700

The shipping specialists at these locations can help you choose a delivery service, complete documentation and process your packages. Many locations are open late and on Saturdays.



FedEx Office Locations – Nearly 2,000 Worldwide

FedEx Office is your one-stop source for business, document and shipping solutions, where you can make it, print it, pack it and ship it all in one convenient place.

FedEx Express® Drop Box locations: More than 44,000 — Including more than 4,900 at U.S. Post Office™ Locations

Secure drop boxes in office buildings, shopping malls, airports, grocery stores, FedEx Office locations, select Post Office™ locations and other busy areas. They're for FedEx Express packages up to 20" x 12" x 6" in dimension. Most locations have a limited quantity of airbills and express packaging. Some offer Saturday pickup.

FedEx Authorized ShipCenter Locations: More than 6,500

You can copy, print, fax — and get packing and shipping services — at these independently owned stores.

Saturday Service

Many FedEx locations are open on Saturday, and some FedEx Express Drop Box locations have Saturday pickup. For service availability in your area, go to fedex.com or call 1.800.GoFedEx. There is no additional charge for dropping off or picking up shipments on Saturday at FedEx locations.

Hold at FedEx Location Service

If you need to pick up your FedEx Express shipment earlier than the scheduled delivery time or if you won't be available to receive a delivery, we'll hold it at the FedEx location you specify. Packages will be held for pickup at the designated FedEx Office Print & Ship CenterSM, FedEx World Service Center[®] or FedEx OfficeSM Ship Center. A government-issued photo ID is required when picking up a shipment.

Hold at FedEx Location is available with the following shipping services:

- FedEx Priority Overnight[®] (Saturday delivery available)
- FedEx Standard Overnight[®]
- FedEx 2Day[®] (Saturday delivery available)
- FedEx Express Saver[®]
- FedEx 1Day[®] Freight
- FedEx 2Day[®] Freight
- FedEx 3Day[®] Freight
- FedEx International Priority[®]
- FedEx International Economy[®]
- FedEx International Priority[®] Freight
- FedEx International Economy[®] Freight

To find the address and operating hours of FedEx locations in your area and see which services they offer, select Find Locations from the Ship tab at fedex.com. Shipping express freight? Click the Freight Services tab first before selecting Find Locations.

Find FedEx Locations

1 Enter location details
2 Location results

* Denotes required field. [Schedule a pickup](#) | [Clear all fields](#)

Your Location [Help](#)

* ZIP

OR

Address

* City

* State

OR

* Phone no. -

Area code
(Cannot search using cell phone numbers)

[Need to find an international location?](#)

Show Me These Types of Locations [Help](#)

FedEx staffed [?](#)

FedEx Kinko's is now FedEx Office [?](#)

Self-service [?](#)

FedEx Authorized ShipCenter [?](#)

Filter Your Search by FedEx Services [Help](#)

Express drop-off after within miles

FedEx staffed open 24 hours today

Search by additional shipping services and options

Saturday service [?](#)

Hold at location [?](#)

Saturday Hold at location [?](#)

Dangerous goods [?](#)

Location accepts cash

Airport location

FedEx Returns System [?](#)

Package supplies available

Packing services [?](#)

Search by FedEx Office services

Signs and Graphics [?](#)

SonyPicture Station [?](#)

Notary Services [?](#)

Direct Mail Services [?](#)

Passport Photo Services [?](#)

Videoconferencing [?](#)

Don't have time to pack it yourself?
Let our pros pack it for you.

You can find FedEx Office locations here at fedex.com.

FedEx Kinko's is now FedEx Office

Find Locations

March 30, 2011

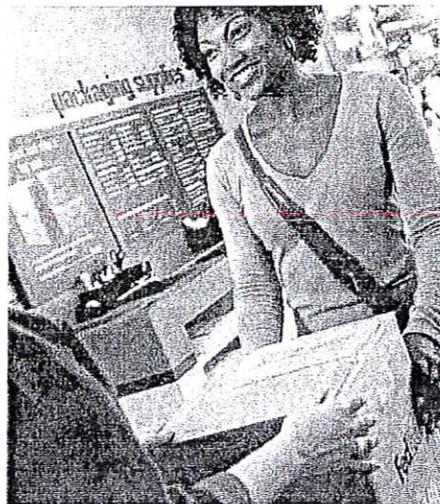
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FedEx Packaging: Protection for WSCA's Shipments

Properly packaging your shipments is imperative to reducing damages to your shipments. FedEx offers a variety of packaging options and services to meet your shipping needs.

FedEx Office gives you direct access to a wide range of FedEx Express and FedEx Ground services.

- **Standard and Fragile Packing** – Let our pros determine the right packaging for your needs. We offer an assortment of packs, boxes and cushioning material to protect items in transit. Or bring in your item already packed and we'll confirm it's properly protected.
- **Custom Packing** – Sometimes an item won't fit in a standard box. Our staff can customize a box on-site to meet your needs, even for large or odd-shaped items.
- **High-Tech Packing** – Trust FedEx to pack your technology. We have boxes specially designed to protect your laptop, cell phone, MP3 player or other wireless handheld device. The FedEx Laptop Box and FedEx Small Electronics Box are available for purchase at all FedEx Office locations.



Purchase Packaging and Packing Materials

You'll find a wide variety of shipping supplies available for purchase at FedEx Office and FedEx World Service Center® locations, including boxes, envelopes and tape. Plus, we have solutions for specialty items such as electronics, including our durable laptop box and small electronics box for cell phones, MP3 players and other small devices.

Other packaging options may be available in addition to those shown below. Availability varies by location. For complete information, including price, contact your local FedEx Office Print & Ship CenterSM or find a FedEx World Service Center in your area.

Plain Packaging Available for Purchase at FedEx Office				
Square Boxes	Rectangular & Flat Boxes	Specialty Boxes	Packing Supplies	Mailing Supplies
8" x 8" x 8"	12" x 9" x 6"	Laptop box	Air-cellular cushioning (5/16" x 12" x 15")	Assorted padded mailers and envelopes
11" x 11" x 11"	12" x 12" x 18"	Mini Laptop box	Packaging Tape	Mailing labels
14" x 14" x 14"	13" x 9" x 11"	Small electronics box	Peanuts	
16" x 16" x 16"	17" x 17" x 7"	Tube box (50" x 6" x 6")	Tubes	
20" x 20" x 20"	18" x 12" x 3"	Large framed art box		
24" x 24" x 24"	20" x 20" x 12"	Medium framed art box		
	23" x 17" x 12"			

September 2010. Source: fedex.com

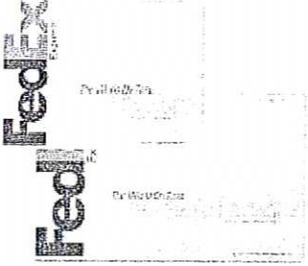
FedEx RFP Response for State Government of Utah – WSCA
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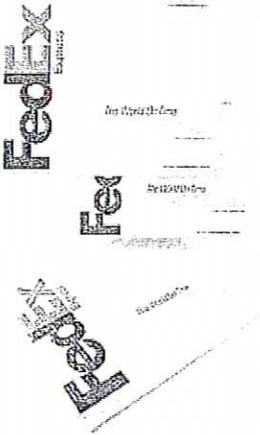
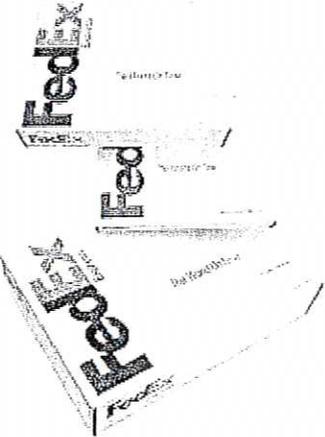
FedEx Office Print and Ship Center has an experienced staff who will pack your shipment for you — virtually all shapes and sizes, from fragile items like glassware to laptops and other electronics that require custom packing solutions.

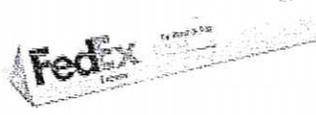
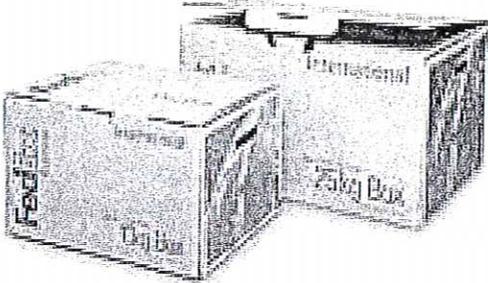
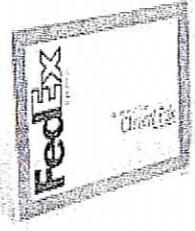
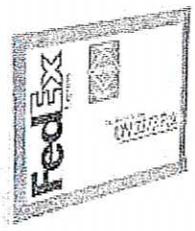
FedEx Office locations are open early and open late with more than 1,800 locations nationwide.

In addition to your own packaging or packaging available for purchase at FedEx Office, FedEx Express provides the following shipping materials free of charge.

You can obtain this packaging at FedEx Office locations, by ordering via fedex.com/supplies and by calling 1.800.463.3339 and saying “order shipping supplies.”

FedEx Express Packaging*	
Your Shipping Need	Our Solution
<p>Packaging for standard-size and legal-size documents</p> 	<p>FedEx® Envelope (pouch) FedEx Envelope (no pouch) FedEx Envelope (window)</p> <ul style="list-style-type: none"> • Inside dimensions: 9½" x 12½" • Weight when empty: 1.5 oz. • Weight limit: 8 oz. (heavier contents rated at next whole pound) • FedEx Envelope (no pouch): Use with peel-and-stick airbills or any FedEx Ship Manager® label. • FedEx Envelope (window): Ask your FedEx Worldwide Account Manager executive about this special envelope. <p>Legal Size Reusable FedEx Envelope</p> <ul style="list-style-type: none"> • Inside dimensions: 9 ½" x 15½" • Weight when empty: 2 oz. • Weight limit: 8 oz. (heavier contents rated at next whole pound) • Designed so it can be used twice

FedEx Express Packaging*	
Your Shipping Need	Our Solution
<p>Tear- and water-resistant packaging</p> 	<p>FedEx Small Pak</p> <ul style="list-style-type: none"> • Inside dimensions: 10¼" x 12¾" • Weight when empty: 0.63 oz. • Weight limit: 20 lbs. <p>FedEx Large Pak</p> <ul style="list-style-type: none"> • Inside dimensions: 12" x 15½" • Weight when empty: 1 oz. • Weight limit: 20 lbs. <p>FedEx® Padded Pak</p> <ul style="list-style-type: none"> • Inside dimensions: 11¾" x 14¾" • Weight when empty: 1 oz. • Weight limit: 20 lbs. <p>FedEx Small Pak made from polyethylene</p> <ul style="list-style-type: none"> • Easy-open tear strip • Inside dimensions: 10¼" x 12¾" • Weight when empty: 0.63 oz. • Weight limit: 20 lbs. <p>FedEx Large Pak made from polyethylene</p> <ul style="list-style-type: none"> • Easy-open tear strip • Inside dimensions: 12" x 15½" • Weight when empty: 1 oz. • Weight limit: 20 lbs.
<p>Boxes in a variety of sizes</p> 	<p>FedEx® Small Box</p> <ul style="list-style-type: none"> • Inside dimensions: 12¼" x 10⅞" x 1½" • Weight when empty: 4.5 oz. • Weight limit: 20 lbs. • For catalogs, file folders, videotapes and CDs <p>FedEx® Medium Box</p> <ul style="list-style-type: none"> • Inside dimensions: 13¼" x 11½" x 2⅞" • Weight when empty: 6.5 oz. • Weight limit: 20 lbs. • For binders, books and heavy documents <p>FedEx® Large Box</p> <ul style="list-style-type: none"> • Inside dimensions: 17⅞" x 12⅞" x 3" • Weight when empty: 14.5 oz. • Weight limit: 20 lbs. • For side-by-side paper stacks, small parts and reports

FedEx Express Packaging*	
Your Shipping Need	Our Solution
<p>Packaging for plans, posters, fabric rolls, charts or blueprints</p> 	<p>FedEx® Tube</p> <ul style="list-style-type: none"> • Inside dimensions: 38" x 6" x 6" x 6" • For dimensional weight calculation: 38" x 6" x 5" • Weight when empty: 16 oz. • Weight limit: 20 lbs.
<p>Boxes for cost-effective international shipping</p> 	<p>FedEx® 10kg Box and FedEx® 25kg Box For a flat rate, you can ship these double-walled boxes to more than 220 countries and territories via FedEx International Priority®. They're available at FedEx Office locations and many other staffed FedEx shipping locations.</p> <p>FedEx 10kg Box</p> <ul style="list-style-type: none"> • Inside dimensions: 15¹³/₁₆" x 12¹⁵/₁₆" x 10³/₁₆" • Weight when empty: 31 oz. • Weight limit: 22 lbs. (to qualify for the flat rate, weight cannot exceed 22 lbs.) <p>FedEx 25kg Box</p> <ul style="list-style-type: none"> • Inside dimensions: 21⁹/₁₆" x 16⁹/₁₆" x 13³/₁₆" • Weight when empty: 57 oz. • Weight limit: 56 lbs. (to qualify for the flat rate, weight cannot exceed 56 lbs.)
<p>Packaging to ship noninfectious specimens</p> 	<p>FedEx® Clinical Pak</p> <ul style="list-style-type: none"> • Use this plastic overwrap for noninfectious clinical samples after they are inserted into a sturdy inner container. Properly packaged clinical-sample shipments smaller than 7" x 4" x 2" must be shipped in the FedEx Clinical Pak overwrap. • Inside dimensions: 18" x 13½" • Weight when empty: 1.2 oz. • Weight limit: 20 lbs.
<p>Packaging for Biological Substance, Category B (UN 3373) specimens</p> 	<p>FedEx® UN 3373 Pak</p> <ul style="list-style-type: none"> • Use this plastic overwrap for specimens containing or suspected of containing infectious substances meeting the International Air Transport Association (IATA) definition of Biological Substance, Category B (UN 3373). Properly packaged shipments smaller than 7" x 4" x 2" must be shipped in the FedEx UN 3373 Pak overwrap. • Inside dimensions: 18" x 13½" • Weight when empty: 1.2 oz. • Weight limit: 20 lbs.

September 2010. Source: fedex.com

*These packaging options are for FedEx Express shipments only.

FedEx Ground Packaging, Supplies

FedEx Ground does not provide packaging. If a customer uses FedEx Ground peel-and-stick labels, then we will supply preprinted bar codes and a pickup book. C.O.D. labels can also be supplied, if needed.

15. Software. Carrier shall, at no additional charge, provide Authorized Users with any software that is required to prepare articles for shipment. Carrier shall provide Authorized Users the most current version of the software and provide upgrades and enhancements free of charge during the term of this Master Price Agreement. Software shall be compatible with PC operating systems. It is desirable for software to be compatible on Macintosh systems. Carrier shall indicate if any such software is required or available.

FedEx Automated Shipping Solutions

FedEx offers a wealth of electronic tools, applications and online interfaces for customers to integrate into their processes to shorten response times, reduce inventory costs, generate better returns and simplify their shipping. Customers of all sizes are using FedEx Automated Solutions to manage their shipping more effectively.

Electronic Shipping Solutions		
Solution	Service	Description
FedEx Ship Manager® at fedex.com	FedEx Express FedEx Ground FedEx Home Delivery FedEx SmartPost FedEx Freight	All you need is a PC with Internet access to streamline various aspects of the shipping process right from your own desktop. It also has the Shipping Administration feature that allows you to centrally manage shipments that are processed by multiple individuals from different locations.
FedEx Ship Manager® Software	FedEx Express FedEx Ground FedEx Home Delivery FedEx SmartPost FedEx Freight	This easy-to-install software application allows you to handle multiple shipments from a single location and print shipping labels.
FedEx Ship Manager® Hardware	FedEx Express FedEx Ground FedEx Home Delivery FedEx SmartPost FedEx Freight	This powerful hardware solution gives you a full range of shipping functions so you can handle large volumes and automate your entire shipping process. High-volume shippers, such as shipping departments or mailrooms, can improve efficiency, reduce errors, and eliminate paperwork using a FedEx Ship Manager system.
FedEx Compatible Solutions Program	FedEx Express FedEx Ground FedEx Home Delivery FedEx SmartPost FedEx Freight	If your shipping needs require you to use more than one transportation provider, the FedEx Compatible Solutions Program may be the best FedEx automated shipping solution for you. Using a FedEx Compatible Solution provides you with the high level of reliability and technology you expect from FedEx — and streamlined access to transportation services from FedEx as well as other carriers on a single third-party shipping system.

Source: fedex.com, March 2011. Subject to change without notice.

Developer Resources		
Solution	Service	Description
FedEx Ship Manager® Server	FedEx Express FedEx Ground FedEx Home Delivery FedEx SmartPost	FedEx Ship Manager Server is a full-service shipping solution that combines competitively priced U.S. and international shipping services with a high-speed shipping "engine" designed for high-volume integrated shipping environments. FedEx Ship Manager Server is a flexible shipping solution that can be integrated into most applications.
FedEx Web Services	FedEx Express FedEx Ground FedEx Home Delivery FedEx SmartPost	FedEx Web Services is the next-generation solution for integrating FedEx technologies into your business applications using the industry standard of Web services. FedEx Web Services lets you add simplified, streamlined FedEx shipping integration to your company websites, internal business applications, software and more. With FedEx Web Services, you can: <ul style="list-style-type: none"> • Streamline your business operations by integrating features such as rating, tracking, address verification and correction, pickups, returns, transit times. • Keep your applications up-to-date by using an industry-standard, easy development model that is compatible with all programming languages. • Get end-to-end support from FedEx in a secure environment. We'll provide you with the support needed for a successful implementation using web services technology: <ul style="list-style-type: none"> ○ Product planning guidance ○ Documentation and sample code ○ Testing and production
FedEx Net	All FedEx Operating Companies	FedEx Net is the FedEx private value-added network (VAN) for business-to-business data exchange between FedEx customers and FedEx applications. It's designed to support the extensive data transfers (shipping, tracking and invoicing) required by high-volume shippers that use multiple FedEx services, multiple electronic shipping solutions or both.
FedEx Ship Manager® Enterprise	FedEx Express FedEx Ground FedEx Home Delivery FedEx Freight	FedEx Ship Manager Enterprise is an application designed to provide your organization with fast and easy shipping and management tools configured to meet your business requirements. Because it is connected to your intranet, access is available to anyone with a desktop personal computer and web browser. Your organization will feel secure since the hardware and your shipping data is located behind your firewall. At the same time, FedEx Ship Manager Enterprise enables management to assign rights and privileges to multiple accounts, user groups and users.

Source: fedex.com, March 2011. Subject to change without notice.

16. Carrier must provide its calendar or fiscal year 2009 Operating Ratio (operating expenses divided by operating revenues multiplied by 100 give the percentage of the operating revenues which are required to pay the operating expenses, this being the operating ratio).

FedEx Corporation: Operating Ratio

FedEx operating ratios are not available for public disclosure; however, similar information may be determined by referring to our operating expenses and revenues contained in our annual report, which is available on fedex.com and provided via hard copy along with this response.

17. Carrier must provide its Shipment Claims Ratio for calendar or fiscal year 2009. The ratio shall be the ratio of claims for shipment loss or damage to total shipments for both express small package air and expedited ground service shipments.

FedEx Corporation: Claims Ratio

FedEx does not disclose claims ratios for our operating companies or for our corporation as a whole; however, we can provide calendar year claims ratios for WSCA states that did business with FedEx Express and/or FedEx Ground in 2010. This information can be provided at the nine-digit (local facility) account level upon request.

18. Carrier must provide the name of the person who will work with the WSCA Contract Administrator during the term of the Master Price Agreement. This person must be authorized to coordinate with other Carrier representatives in each Participating State to ensure an efficient implementation of the Master Price Agreement. These representatives will be able to quickly assign agency account numbers and insure the WSCA contract rates are attached accordingly. Carrier must describe the process required to obtain agency account numbers and Carrier personnel assigned must have full knowledge of the WSCA Master Price Agreement.

Single Point of Access for WSCA

FedEx Services is committed to serving all WSCA locations under the direction of your FedEx Worldwide Account Manager, Elaine Heath. She is your global "Single Point of Access" responsible for the strategic management of the WSCA relationship. She also works cooperatively with your leading FedEx sales professionals in other states.

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WSCA Account Management Team			
Name	Title State Responsibility	Address	E-mail & Phone
Bobby Bledsoe	FedEx Worldwide Government Sales States: Arkansas Mississippi South Carolina	6625 Lenox Park Boulevard, 3 rd Floor Memphis, TN 38115-4397	E-mail: rdbledsoe@fedex.com Phone: 1.407.224.2963 Mobile: 1.901.219.6964 Fax: 1.901.219.6964
Linda Falch	FedEx Worldwide Government Sales States: Colorado Idaho Montanna Nevada North Dakota Oregon South Dakota Washington Wyoming	6531 West, 65 th Avenue Arvada, CO 80002	E-mail: linda.falch@fedex.com Phone: 1.720.482.0405 Mobile: 1.9303.478.7466 Fax: 1.303.355.5633
Gayle Gilbert	FedEx Worldwide Government Sales States: Connecticut Delaware New Hampshire New Jersey New York Rhode Island	900 7 th Street Northwest Suite 550 Washington, DC 2001	E-mail: ggilbert@fedex.com Phone: 1.703.599.1580 Mobile: 1.703.599.1580 Fax: 1.866.370.2491
David Guanella	FedEx Worldwide Government Sales States: Louisiana Oklahoma	6625 Lenox Park Boulevard, 3 rd Floor Memphis, TN 38115-4397	E-mail: daguanella@fedex.com Phone: 1.469.939.0578 Mobile: 1.469.939.0578 Fax: 1.901.224.2471
Elaine Heath	FedEx Worldwide Government Sales States: California Utah	6625 Lenox Park Boulevard, 3 rd Floor Memphis, TN 38115-4397	E-mail: elaine.heath@fedex.com Phone: 1.858.450.9869 Mobile: 1.858.450.9869 Fax: 1901.224.2960
Joselyn Henderson	FedEx Worldwide Government Sales States: Alaska Arizona Hawaii Iowa Minnesota Missouri Ohio	6625 Lenox Park Boulevard, 3 rd Floor Memphis, TN 38115-4397	E-mail: jchenderson1@fedex.com Phone: 1.816.554.6609 Mobile: 1.816.309.1546 Fax: 1.901224.2960

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Patty Hale	FedEx Worldwide Government Sales, Manager	6625 Lenox Park Boulevard, 3 rd Floor Memphis, TN 38115-4397	E-mail: <i>pahale@fedex.com</i> Phone: 1.901.2242967 Mobile: 1.901.486.5224 Fax: 1.901.224.2960
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Our account management process allows the FedEx sales team to manage the global, strategic, tactical, and project management aspects of the WSCA account. By doing so, we can match our capabilities with your needs without bias, utilize best practices, and give you direct access to industry expertise, all while providing a strong leveraged connection to FedEx Corporation.

Our goal is to understand your corporate vision, in order to fully support you. A global team of FedEx employees are dedicated to meeting your company's needs for delivering exceptional customer service, growing new markets, and building shareholder value.

Per WSCA's request, Elaine Heath and other key FedEx sales professionals managing the WSCA account have given permission to include their résumés in **FedEx Attachment D** for WSCA's review.

Adding and Deleting Accounts

The FedEx National Account Master report will be used to verify all current locations and account numbers tied to WSCA. To add or delete a location to this program, customer must call 1.800.645.9424. It is the customer's responsibility to verify proper rates are activated before using the account.

19. Carrier shall designate one person responsible for Carrier's work under this Master Price Agreement. Carrier shall provide to each Participating State the name, address and telephone number of such person and shall keep this information current at all times. Should contact with such person require long distance calls, Carrier will provide a toll free number to be used during normal business hours.

FedEx agrees to this requirement. See response to **No.18** for details.

20. Problem Resolution. Carrier shall be available for problem resolution on-site at the Authorized User's location. In addition, Carrier shall be available to Authorized Users via local or toll free phone number for normal problem resolution including but not limited to problems of shipment pickup, delivery, claims handling or incorrect billing. Requests for on-site problem resolution shall be on an as needed basis per request by the Authorized User. Carrier shall respond to the on-site problem resolution within 24 hours of Authorized User's request.

FedEx agrees to this requirement.

21. Dangerous, Hazardous or Otherwise Restricted Materials. Carrier shall be capable of shipping a variety of hazardous, dangerous or other restricted types of materials. Carrier shall provide its policy for hazardous or restricted materials shipments.

Dangerous Goods, FedEx Express

Many of the items we use every day contain volatile, flammable or otherwise potentially hazardous materials, and they present a special shipping challenge. FedEx Express helps you respond to that challenge with services designed to transport your sensitive materials simply and safely.

The less time dangerous goods spend in transit, the better. With FedEx Express delivering your accessible and inaccessible dangerous goods to all U.S. and many international destinations, your shipments get there fast — even overnight.

- We are knowledgeable about the regulations governing dangerous goods shipments and often work closely with the agencies that regulate dangerous goods.
- Our toll-free hotline is staffed by knowledgeable specialists. For both U.S. and international shipments, call 1.800.463.3339 (say “dangerous goods”) to reach the FedEx Dangerous Goods/Hazardous Materials Hotline.



Requirements

Dangerous goods must be tendered to FedEx Express according to current International Air Transport Association (IATA) regulations for air transport and the FedEx Express Terms and Conditions. This is required regardless of how your shipment is routed and whether the goods are physically moved by air, ground or any combination of the two. The only exceptions allowed are:

- Magnetized material
- Toxics in exemption packaging
- ORM-D
- Small quantities under section 49 of the Code of Federal Regulations (CFR), part 173.4
- Some DOT exemptions approved for air transportation

These exceptions may be offered for transit within the U.S. and to Puerto Rico in accordance with Title 49 of the CFR, which applies to air transportation.

You must identify, classify, package, mark, label and complete documentation for dangerous goods according to all national and international governmental regulations. Failure to do so could create dangerous conditions and result in you being subject to governmental fines and penalties under applicable laws.

The federal government requires that every shipper have job-specific dangerous goods training before tendering a dangerous goods shipment to FedEx or any air carrier.

You can register at fedex.com for government-mandated training. We offer a full three-day course, a one-day refresher course for experienced shippers and special training on shipping radioactive materials. We also offer private seminars at your location.

Documentation

When you process your shipment, you must indicate on your documentation that it contains dangerous goods. If you complete paper airbills and are shipping dangerous goods within the U.S., use the FedEx® US Airbill. If you're shipping dangerous goods outside the U.S., use the FedEx® Expanded Service International Air Waybill. For both the airbill and air waybill, please complete the Special Handling section, which pertains to dangerous goods.

For your convenience, FedEx® Ship Manager at fedex.com can accept different designations of dangerous goods for individual packages within a U.S. multiple-package shipment. You must package, mark and label each package appropriately and provide dangerous goods documentation for the entire shipment.

FedEx requires that each dangerous goods shipment be accompanied by two copies of the Shipper's Declaration for Dangerous Goods in a typed or computer-generated format. For your convenience, FedEx provides interactive Shipper's Declaration for Dangerous Goods form templates online, fedex.com/us/services/options/dangerousgoods.

Labels for Dry Ice Shipments

For faster, more-accurate shipment preparation of dry ice, UN 1845, use our special FedEx dry-ice package labels. Simply complete the required fields and apply the labels to your packages rather than marking and labeling the packages by hand.

Labels for Hazard Class ORM-D Shipments

FedEx Express offers a FedEx Express ORM-D-AIR label for your shipments of hazard class ORM-D offered under Title 49 of the CFR, as prepared for air transportation and tendered within the U.S. and U.S. territories. This label conveniently consolidates the required dangerous goods markings. Simply complete the required fields — which are not preprinted — and apply the label to your package.

Special handling fees apply. Please refer to the *FedEx Service Guide* in effect at the time of shipment for complete details.

FedEx Express Accessible and Inaccessible Dangerous Goods

Accessible Dangerous Goods

Accessible dangerous goods include explosives, flammable gas, flammable liquid and corrosive material that must be accessible during transit. Their U.S. Department of Transportation (DOT) classification numbers are as follows:

- **Class 1** – Explosives (service available at select airports only)
- **Class 2.1** – Flammable gas
- **Class 2.2** – Non-flammable gas with a “cargo aircraft only” label
- **Class 3** – Flammable liquid
- **Class 4** – Flammable solid, spontaneously combustible, dangerous when wet
- **Class 5** – Oxidizer and organic peroxide
- **Class 8** – Corrosive material

The following FedEx delivery services are available:

- **U.S. Shipments** – FedEx Priority Overnight and FedEx 1Day Freight
- **International Shipments** – FedEx International Priority, FedEx International Priority Freight, FedEx International Premium and FedEx International Express Freight

Inaccessible Dangerous Goods

Inaccessible dangerous goods include toxic and infectious substances, radioactive materials and ORM-D. Their DOT classifications are as follows:

- **Class 2.2** – Non-flammable gas without a “cargo aircraft only” label
- **Class 6.1** – Toxic
- **Class 6.2** – Infectious substances

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- **Class 7** – Radioactive materials
- **Class 9** – ORM-D and all Class 9 (ORM-D shipments within the U.S. and to Puerto Rico only)

The following FedEx delivery services are available:

- **U.S. Shipments** – May be shipped via most FedEx Express package and freight delivery services except FedEx SameDay (FedEx First Overnight accepts dry ice only)
- **International Shipments** – May be shipped via most FedEx international services except FedEx International Next Flight (FedEx International First accepts dry ice only). Dangerous goods are not acceptable to all international locations.

Hazardous Materials, FedEx Ground

Packages containing hazardous materials, including materials classified as "Other Regulated Materials - Domestic" (ORM-D), cannot be shipped via FedEx international services or to Hawaii or Alaska (consumer-commodity ORM-D can be shipped to Canada if properly labeled). Hazardous material shippers must be properly qualified through a FedEx sales representative before tendering hazardous material packages via FedEx Ground.

All packages containing hazardous materials must be properly classified, described, packaged, marked, labeled and in proper condition for transportation according to applicable regulations and FedEx Ground requirements. FedEx Ground accepts only certain hazardous materials as listed in the current copy of the FedEx Ground Shipping Hazardous Materials Guide, which is incorporated herein by reference.

FedEx Ground does not accept for transportation hazardous waste, hazardous substances, inhalation hazards, and biohazards such as blood, urine, fluids and other noninfectious diagnostic specimens.

Hazardous materials, except ORM-D materials, cannot be banded, strapped or taped to form a bundle. Packaging restrictions and service restrictions apply. Unless other U.S. Department of Transportation (DOT) restrictions apply, FedEx Ground does not accept hazardous materials over 70 lbs. (32 kg). FedEx Ground does not accept pails or drums over 8 gallons (32 liters). All pails or drums must be in performance-oriented packaging (POP). FedEx Ground will accept authorized pails or drums as single packaging. Hazardous materials may not be shipped in any FedEx packaging.

Hazardous material shipments, including shipments containing ORM-D materials, are not accepted at FedEx Express Drop Box locations, FedEx Office Print & Ship Center locations, FedEx World Service Center locations, FedEx Express station or ramp locations, FedEx Authorized ShipCenter locations, and unstaffed FedEx locations.

Packages containing hazardous materials are not eligible for FedEx Ground return options, except for packages shipped by preapproved shippers using the FedEx Ground Package Returns Program.

All damaged or leaking hazardous material packages may be properly repackaged, prepared in accordance with applicable DOT regulations and returned to the shipper. The undamaged portion of a damaged hazardous materials shipment will be returned to the shipper for recycling, reprocessing or disposal. If the shipper refuses to accept the returned shipment, or if the shipment cannot be returned to the shipper, as determined at our sole discretion, the shipper is responsible for and will reimburse FedEx Ground for all costs and fees of any type connected with the legal disposal of the shipment and all costs and fees of any type connected with cleanup of any spill or leakage.

No service guarantees (e.g., no FedEx Money-Back Guarantee) will apply to packages not properly prepared in accordance with DOT regulations and FedEx Ground requirements.

Hazardous material packages found in the FedEx Ground system not properly prepared in accordance with DOT regulations and FedEx Ground requirements will be held for customer pickup. If the shipper refuses to pick up or make other arrangements for delivery acceptable to FedEx Ground, the shipper will reimburse FedEx Ground for all costs and fees of any type connected with the legal disposal of the shipment. The shipper agrees to indemnify FedEx Ground for any and all costs, fees and expenses FedEx Ground incurs as a result of the shipper's failure to comply with FedEx Hazardous Materials shipping requirements.

In the event the shipper loads any FedEx Ground vehicle, the shipper agrees to segregate hazardous materials in accordance with regulations.

The shipper may be held accountable for all costs associated with any damaged or leaking hazardous material package that is not properly prepared in accordance with all DOT regulations and FedEx Ground requirements. Cost may include response, cleanup and disposal.

Materials classified as ORM-D are the only hazardous materials that can be shipped via FedEx Home Delivery.

Packages containing hazardous materials are not eligible for signature release, driver release or indirect delivery.

Charge for Handling Hazardous Materials. In addition to the other rates and charges named in this tariff, a charge will be assessed on each package of hazardous materials.

FedEx Ground Accepted and Prohibited Hazardous Materials

Accepted Hazardous Materials		
CLASS	NAME	LABEL CODE/LABEL
1.4*	Explosives	1.4/Explosive 1.4
1.6	Explosives	1.6/Explosive 1.6
2.1	Flammable Gas	2.1/Flammable Gas
2.2	Non-Flammable Gas	2.2/Non-Flammable Gas
3	Flammable Liquid	3/Flammable Liquid
4.1	Flammable Solid	4.1/Flammable Solid
5.1	Oxidizer	5.1/Oxidizer
5.2	Organic Peroxide	5.2/Organic Peroxide
7	Radioactive Material I	7/Radioactive White I
8	Corrosive Material	8/Corrosive
9	Miscellaneous Hazardous Materials	9/Class 9
ORM-D	Consumer Commodity (ORM-D)	ORM-D/Consumer Commodity
ORM-D	Cartridges, Small Arms (ORM-D)	ORM-D/Cartridges, Small Arms

*Except fireworks.

Important: Based on the nature of the material or U.S. Department of Transportation (DOT) shipping regulations, FedEx Ground may not accept certain "accepted" hazardous materials.

Information current as of October 2010 but subject to change without notice.

Prohibited Hazardous Materials		
CLASS	NAME	LABEL CODE/LABEL
1.1	Explosives	1.1/Explosive 1.1
1.2	Explosives	1.2/Explosive 1.2
1.3	Explosives	1.3/Explosive 1.3
1.5	Explosives	1.5/Explosive 1.5
2.3	Poisonous Gas	2.3/Poisonous Gas
4.2	Spontaneously Combustible Material	4.2/Spontaneously Combustible
4.3*	Dangerous When Wet	4.3/Dangerous When Wet
6.1	Poisonous Materials (Inhalation Hazards)	6.1/Poison
6.1*	Poisonous Materials (Non-Inhalation Hazards)	6.1/Poison
6.2	Infectious Substance	6.2/Infectious Substance
7	Radioactive Material II and III	7/Radioactive Yellow II & III

** We will handle these materials only when packaged in special exemption packaging or when packaged in accordance with DOT exception 49 CFR 173.13, which does not require DOT diamond-shaped hazard labels. Information current as of October 2010 but subject to change without notice.*

22. Shipment of Materials. Carrier must be able to provide services for shipments of evidentiary materials in compliance with any participating state laws, policies or procedures. A copy of these Participating State or Participating Entity policies and procedures is available upon request.

FedEx takes exception to this requirement and compliance will be addressed through each states participating addendum.

23. Deliver as Addressed. When requested by Authorized User, Carrier shall return undeliverable package to sender, rather than performing an address correction and forwarding the package to an address. Carrier shall work with the Authorized User to adequately identify these items as "deliver as addressed" or in some mutually agreed language rather than forwarding them on to a correct address. Authorized User shall notify Carrier of such packages. Carrier shall not charge an additional fee for returned items that are appropriately identified as "deliver as addressed."

FedEx takes exception to this requirement, however, FedEx agrees to work with WSCA participants when requested to identify and return undeliverable packages to sender.

The following policy overview from the FedEx Service Guide provides information about Undeliverable Shipments.

Undeliverable Shipments

An undeliverable shipment is one that cannot be delivered for reasons that include, but are not limited to, any of the following:

- The recipient refuses to pay for a bill-recipient shipment.
 - The recipient of a Hold at FedEx Location shipment cannot be located.
 - The recipient refuses to accept the shipment.
 - The recipient's delivery address cannot be located.
 - The shipment was addressed to an area not served by FedEx.
 - The shipment's contents or packaging are damaged to the point that rewrapping is not possible.
 - The shipment would likely cause damage or delay to other shipments or property or injury to personnel.
 - The shipment contains prohibited items.
 - The recipient's place of business is closed.
 - No appropriate person was available to accept the shipment at a delivery location on the initial delivery attempt or reattempts.
 - The shipment was improperly packaged.
1. When practicable, we will contact the sender for instructions on returning or otherwise disposing of the shipment. If the sender requests return, it will travel by FedEx 2Day, FedEx Express Saver or FedEx Priority Overnight (shipping will be charged to the sender).
 2. If a package shipment is undeliverable for any reason, we will attempt to notify the shipper to arrange for the shipment's return. The charges associated with the original shipment remain due and payable within 15 days from the invoice date. If a package is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."
 3. Package shipments will be returned via FedEx Express Saver service at the shipper's expense unless contrary instructions are received from the shipper after five business days from the initial delivery attempt. However, nonfreight package shipments will be returned via FedEx Priority Overnight service at no additional charge if the shipment is undeliverable because of a service failure or damage to the shipment caused by FedEx. If the shipment is undeliverable for any other reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

FedEx RFP Response for State Government of Utah – WSCA
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4. If a FedEx Express Freight shipment is marked "Bill Recipient" and is refused or returned to the sender, the billing is automatically changed to "Bill Sender."

All FedEx Express Freight shipments will be returned via FedEx 3Day Freight. The freight shipment will be returned at no additional charge if the freight shipment is undeliverable because of a service failure. If the shipper requests return via another service, our regular rates will apply. If the freight shipment is undeliverable because of a non-service-failure reason, all return charges and fees will be assessed to the original shipper, along with the original transportation charges and fees.

Our money-back guarantee policy does not apply to undeliverable or returned shipments.

5. Dangerous goods shipments will only be returned via FedEx Dangerous Goods Service or other appropriate means. A dangerous goods special handling fee applies. The shipper must supply a completed return airbill and all other required documentation.
6. If a shipment cannot be delivered or returned or if the shipper or recipient cannot be contacted, the shipment may be transferred or disposed of by FedEx at its sole discretion, with or without notice, and the shipper, if known, agrees to pay any costs incurred in the disposal.

24. Carrier shall:

- a. Meet or conference call at least quarterly with the WSCA Contract Administrator to review performance, usage under the Master Price Agreement, and discuss opportunities for improvements.

FedEx agrees with this requirement.

- b. Provide all documentation necessary for any performance audit(s), as requested by any participating state.

FedEx can negotiate with each participating state to determine mutually agreeable reporting specifications.

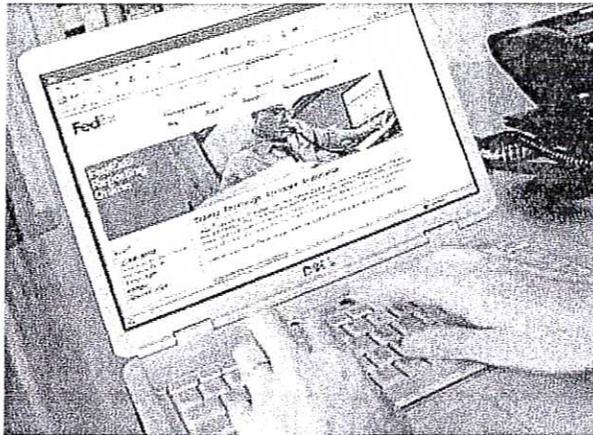
- c. Notify the WSCA Contract Administrator in writing of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

FedEx agrees with this requirement, if we are aware of outstanding disputes or problems that have been outstanding for more than thirty (30) days.

- d. Provide an overview of reporting capabilities that includes report formats, standard reports available, and ad-hoc report capabilities, and any sample reports.

FedEx Reporting Online

FedEx Reporting Online is a reporting application on fedex.com that lets you request summarized and detailed reports based on your invoiced shipment information for one, several or multiple shipping accounts. FedEx Reporting Online allows U.S.-billed accounts to easily request, view and download reports, providing a consolidated view of FedEx Express, FedEx Ground, FedEx Home Delivery, and FedEx SmartPost shipments. Upon award of business and shipment activity on the account, WSCA can run reports on FedEx Reporting Online via fedex.com.



What FedEx Reporting Online Can Do

FedEx Reporting Online offers you the flexibility to receive the information you need when you need it. The report information provided can help you make informed business decisions more efficiently, saving you time and money. WSCA can:

- **Request Reports** – You can request different types of standard reports for your FedEx shipments. Standard reports provide various details about your shipments to help you manage your business or shipments better. Standard reports can be viewed online in summary and graphical format or downloaded in a detailed/pivot table format.
- **Schedule Reports** – You can schedule a report to run automatically every week or every month. An e-mail will notify you when the reports are available to view.
- **Download Reports** – You can download reports in CSV or Microsoft Excel formats. Summary reports are downloadable in Microsoft Excel with pivot table formats. Detailed reports are downloaded in CSV file formats and can be easily imported into Microsoft Access.
- **Schedule Reports Calendar** – You can view and download scheduled reports through a monthly calendar. The calendar months provided are current month, previous month and next month. When scheduled reports are ready for download, links will display on this calendar so you can download the reports.
- **Invite Other Users** – You can invite other WSCA employees to share access and run reports. Once you have invited users to share your nine-digit account, you can view a list of all invited users at any time. FedEx Reporting Online also lets you edit or delete the access rights of your invited users.
- **Add Additional Accounts** – You can add additional account numbers to your profile for reporting. This will give you the ability to view reports for single accounts or to create a consolidated report with a group of accounts.

- **Create Account Groups** – For reporting on multiple accounts, you can create and save account grouping to generate consolidated reports.

The FedEx Reporting Online Up Close

The reports offered via FedEx Reporting Online are designed to give you greater control over your FedEx shipping information and assist you in your day-to-day activities. FedEx Reporting Online provides the following reports:

Reports Available through FedEx Reporting Online		
Report Name	Applicable Service	Report Description
Address Corrections	FedEx Express FedEx Ground	Detail report of FedEx Express & FedEx Ground shipments charged with an address correction fee
Dimmed Package	FedEx Express FedEx Ground	Airbill level data of packages which received dimmed weight rating
Pay Type Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary of charges, pieces, and weight by payer type (Bill_Sender, Bill_Recipient, Bill_3rd Party)
Service Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary of charges, shipments, pieces, and weight by product type
Shipper Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary of shipments by shipper account and pay type
Shipment Detail	FedEx Express FedEx Ground FedEx SmartPost	Airbill detail report of all shipments.
Account Master	FedEx Express FedEx Ground FedEx SmartPost	Detailed customer account information providing 9-digit accounts aligned to the National account number
Duty and Tax Detail	FedEx Express FedEx Ground	Airbill level detail of the International shipments which received Duty and Tax charges
Extended Shipment Detail	FedEx Express FedEx Ground FedEx SmartPost	Airbill detail report of all shipments, includes dimmed and recipient information
Global Expense and Volume Reports	FedEx Express FedEx Ground FedEx SmartPost	Global summary of customer spend and package volume, shown by regional shipping lanes - Invoiced
International Lane Summary	FedEx Express FedEx Ground FedEx SmartPost	Overall summary by origin-to-destination country.
Package Type Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary of revenue and volume by service and package type
Reference Summary	FedEx Express FedEx Ground	Summary of charges by reference fields
State Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary of charges, shipments, pieces, and weight by origin-to-destination state

Reports Available through FedEx Reporting Online		
Report Name	Applicable Service	Report Description
Surcharge Detail File	FedEx Express FedEx Ground FedEx SmartPost	Airbill level data of surcharges, data used to build Surcharge Summary Report.
Weight Distribution Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary report providing packages by weight break and zone
Zone Summary	FedEx Express FedEx Ground FedEx SmartPost	Summary of charges, shipments, pieces, and weight by zone
Service Performance Report	FedEx Express FedEx Ground	Summarized service level report providing Premium, Economy, Freight and Ground as high-level categories.

April 2010. Availability of reports may vary. Reports not available for every customer. Reports may be discontinued at any time without notice.

25. Offeror shall describe its implementation plan for this RFP that would be used as a result of a Master Price Agreement award. The plan shall be designed to assist Authorized Users in determining the optimal approach to maximize use of Carrier services. Immediately upon Master Price Agreement award, the Carrier(s) shall begin a WSCA statewide implementation of the Master Price Agreement.

FedEx Solutions Design and Implementation Team

Customers require much more than transportation services from FedEx and are looking for a supply chain provider who will offer solutions that help them accomplish their corporate goals and objectives. The FedEx Solutions Design and Implementation (SDI) Team works with customers by applying a knowledge-based approach in order to understand their business and supply chain goals and objectives and then proactively develop and execute comprehensive global solutions that help customers improve their businesses and deliver quantified business value.

SDI Design Activities

An important component of SDI's work is the design phase of our engagements. SDI's key role for design is to understand a customer's business and supply chain goals and objectives and then to design and develop solutions that FedEx can provide by applying the assets of the entire FedEx portfolio.

Activities associated with design projects are:

- **Business/Supply Chain Strategy Discussion** – Understand WSCA business and supply chain goals, objectives and priorities.
- **Solution Design Process** – Define the current state, desired future state and existing gaps of each improvement opportunity and then develop specific supply-chain and business solutions utilizing the appropriate FedEx assets.
- **Supply Chain Analysis** – Analyze components of the supply chain and determine the impacts based on customer goals and objectives, using best-in-class analytical techniques and applications:
 - Mode optimization
 - Service optimization
 - Optimal DC sourcing
 - Multiweight analysis
 - Direct-load analysis
 - Facility location study
 - Dock-drop distribution
 - Zone skip analysis

- **Value Identification and Value Quantification** – Utilize ROA-based quantification modes to determine potential and achieved impacts of each solution to a customer's income statement and balance sheet.

SDI Implementation Activities

We want to ensure that your transition to FedEx is smooth and seamless. Upon award of the business, FedEx Worldwide Account Manager, Elaine Heath, will engage the SDI Team to work closely with your executives and tailor an implementation plan that is specific for WSCA. This plan will include the project scope, timelines, expected deliverables, team members from both WSCA and FedEx and measurement tools to ensure success.

Working with WSCA, we will define the appropriate operating plans, supply chain visibility needs and customer service requirements necessary to support both WSCA and your customers. We will also identify the internal support team (e.g., FedEx automation experts, engineering personnel, business development advisors and operations management) to provide ongoing support.

SDI provides a strong cross-organizational team of dedicated professionals to ensure a well-executed implementation. Best results occur when customer assigns functional resources that match FedEx.

Typical Structure of Implementation Team	
FedEx	WSCA
Sales	Decision Maker
SDI Project Manager	Project Manager
IT / Automation	IT/Automation
Marketing / Communications	Marketing / Communications
Operations Support	Operations Support
Third-Party Alliances	Third-Party Alliances

26. Online Ordering, Document and Label Printing. Carrier shall provide online services ordering capability as well as online printing of shipment documentation and labels. Online ordering and printing services shall be available to Authorized Users via access through the Internet and be capable of being accessed utilizing standard Internet Web Browsers. Offeror shall describe its online ordering and shipment documentation printing services, including a description of the security and privacy protection features that will be applicable to online services. The system shall accommodate a reference field for internal tracking numbers for invoice payment. The reference field shall accommodate up to 20 characters.

FedEx Ship Manager at fedex.com

FedEx Ship Manager at fedex.com is a powerful shipping solution that gives WSCA convenient access to label creation, document preparation, shipment-status tracking and other account-management tools — 24 hours a day, 7 days a week to and from more than 220 countries and territories. FedEx Ship Manager at fedex.com is available from any computer with an Internet connection.

With FedEx Ship Manager at fedex.com, WSCA can:

- **Prepare Shipments** – Create labels for FedEx Express (package and freight), FedEx Ground, FedEx Home Delivery and FedEx SmartPost shipments.
- **Create Shipment Profiles** – Create a profile for repeat shipments to the same address. All of the shipment information is saved — including service type, packaging, weight and declared value. You can store up to 300 shipment profiles. FedEx Express Freight shipments and return shipments are not eligible for this feature.
- **Store Sender Profiles** – With this feature, WSCA can store up to 2,500 frequently used contact names and addresses. You can also store sender profiles and ship a package to a group of up to 10 recipients using the group address book option. In addition, you can select addresses directly from Microsoft Office Outlook and verify an address before you ship.
- **Confirm Addresses** – Confirm addresses in the U.S., Canada and Puerto Rico and determine if an address is commercial or residential with FedEx Address Checker.
- **Prepare Multiple-Piece Shipments** – Create labels for multiple-piece shipments — up to 25 pieces. If the packages are identical, enter the total weight and value. If not, enter the quantity, weight, dimensions and value per package in the Multiple-Piece Shipment Details section that appears.

Receive International Shipping Assistance

FedEx Ship Manager at fedex.com can also help WSCA ship internationally. The shipping screen automatically reflects services available for your destination country.

Additionally, WSCA can:

- **Create International Labels** – If you're creating a label for an international document shipment, you can select the document type from a drop-down list.
- **Enter Customs Value** – For commodity shipments, use the drop-down list to identify the shipment's purpose. Then enter a total customs value for the shipment.
- **Determine Harmonized Code** – If you are entering commodity information for your shipment and need help determining the harmonized code, enter the commodity description in the harmonized code field then click the "find code" link to be transferred directly to the harmonized code look-up tool on FedEx Global Trade Manager.

- **Create Other Documentation** – If your shipment requires a Commercial Invoice, a Pro Forma Invoice, a Packing List or a particular form required by the destination country, you can create them with the shipment information you have entered.
- **Indicate EEI Information** – If your shipment requires Electronic Export Information (EEI), you can indicate:
 - If you wish to self-file the EEI via the AES*Direct* Web site, in which case you'll be transferred directly to the site.
 - If you wish to authorize FedEx as your filing agent, in which case you will be transferred to the FedEx Export AgentFile® tool on FedEx Global Trade Manager.
 - If you've already filed or will file Post Departure.

Access Optional Sections

In addition to helping WSCA with domestic and international shipment label preparation, FedEx Ship Manager at fedex.com allows you to handle other optional services. Optional site sections include special services, shipment pickup and drop off, e-mail notifications and rate and transit times.

Special Services

If you need additional services for your shipments such as Saturday delivery or delivery signature options, the Specials Services section allows WSCA to select those options without leaving FedEx Ship Manager at fedex.com.

Following are examples of the services available in this section:

- Saturday Delivery Service
- Collect on delivery
- Hold at FedEx Location service
- Dangerous goods service
- Return-shipment processing
- FedEx Delivery Signature Options
- Broker Select
- FedEx InSight Options

Special Services (optional) [Help](#) [Hide](#)

COD (Collect on Delivery) [H](#)

Hold at FedEx location [H](#)

Dry ice [H](#)

Dangerous goods [H](#)

Process a return shipment

FedEx® Delivery Signature Options

Signature type Select 

Select

Deliver without signature

Direct signature required

Adult signature required

Pickup/Drop-Off

WSCA can schedule a pickup, indicate the shipment will be dropped off at a FedEx location, or use a previously scheduled pickup at your location.

E-Mail Notifications

Send an e-mail to yourself, the recipient or others indicating the status of your shipment to select and send multiple e-mail notifications — yourself, to the recipient and up to two other people — about the shipment.

Under Notification type, click each notification type you want to send.

- **Ship** notifications indicate that the shipment information has been sent to FedEx.
- **Tendered** notifications indicate when FedEx has picked up a shipment.
- **Pickup** notifications indicate that the pickup has been successfully scheduled.
- **Exception** notifications indicate any exceptions that may cause a delivery delay.
- **Delivery** notifications indicate that the package has been delivered.

E-mail Notifications (optional) [@ Help](#) [Hide](#)

Sender E-mail <input type="text" value="test1@xxx.xxx"/> <input type="button" value="English"/>	Notification type <input type="checkbox"/> Ship <input type="checkbox"/> Tendered <input type="checkbox"/> Exception <input type="checkbox"/> Delivery	to
Recipient E-mail <input type="text"/> <input type="button" value="English"/>	<input type="checkbox"/> Ship <input type="checkbox"/> Tendered <input type="checkbox"/> Exception <input type="checkbox"/> Delivery	
<input type="checkbox"/> Add additional recipients Other 1 E-mail <input type="text"/> <input type="button" value="English"/>	<input type="checkbox"/> Ship <input type="checkbox"/> Tendered <input type="checkbox"/> Exception <input type="checkbox"/> Delivery	
Other 2 E-mail <input type="text"/> <input type="button" value="English"/>	<input type="checkbox"/> Ship <input type="checkbox"/> Tendered <input type="checkbox"/> Exception <input type="checkbox"/> Delivery	

Select format: HTML Text Wireless
 Add a personal message

You can also add a personal message (up to 120 characters) to your e-mail notifications. A personal message is not available for the Wireless format or non-English characters.

Request notifications are available in multiple languages, in the following formats.

- HTML format supports various fonts, colors and active links.
- Text format supports all e-mail applications but does not support bold, colored fonts or links.
- Wireless format is a shortened e-mail with a maximum of 110 characters and does not support bold, colored fonts or links.

Rates and Transit Times

WSCA also can estimate shipping costs and transit times for your shipment, based on the package and shipment details you've entered.

Prepare a Return

In addition to some of the features used to prepare a shipment, you can also prepare a return. Under the package and shipment details, you can indicate the type of return label for your shipment.

Select one of the following options:

- **Print** – Select this option to include the return label with the outbound shipment or send the printed return label in a separate correspondence to your customer. This label can be used at a future time. The details for your FedEx Print Return Label request are stored in your Ship History.
- **E-Mail label** – Select this option to send your customer an e-mail containing a link to retrieve their return label.
- **FedEx Express Tag** – Select this option to have a FedEx Express courier go to your customer's location, create and affix the shipping label and take the package for return.
- **Ground Call Tag** – Select this option to have a FedEx Ground driver go to your customer's location, create and affix the shipping label and take the package for return.

View Ship History

From the Ship History section you can review or print information for any shipment you have processed in the last 90 days. The ship history screen allows you to download shipping history into a comma-separated value (.csv) file, track recent shipments, view detailed shipment information, and reprint a label or other shipping documents. You can also perform the FedEx Ground End of Day Close procedure to transmit your FedEx Ground shipping data to FedEx and print a manifest.

Prepare Reports

Use Report Manager to create, download and print reports for any shipment you have processed in the past 45 days. Reports can be downloaded in comma-separated variable (CSV) format.

FedEx Ship Manager[®]

Prepare Shipment
Ship History
My Lists
Reports
My Profile

Report Manager

You can create and print reports for any shipment that has been processed using FedEx Ship Manager at fedex.com in the past 45 days. [Clear all fields](#)

1. Select Dates [Help](#)

Select the dates for the report that you would like created.

Beginning date Ending date

2. Select Fields [Help](#)

Select all

<input type="checkbox"/> Ship date	<input type="checkbox"/> Department no.
<input type="checkbox"/> Tracking no.	<input type="checkbox"/> Company
<input type="checkbox"/> Service type	<input type="checkbox"/> Package type
<input type="checkbox"/> Payment type	<input type="checkbox"/> Purpose
<input type="checkbox"/> Bill transportation to	<input type="checkbox"/> Signature options
<input type="checkbox"/> Bill duties/taxes/fees to	<input type="checkbox"/> RMA no.
<input type="checkbox"/> Recipient information	<input type="checkbox"/> Courtesy rate quote
<input type="checkbox"/> Weight	<input type="checkbox"/> Standard List Rate
<input type="checkbox"/> Your reference	<input type="checkbox"/> Effective net discount
<input type="checkbox"/> P.O. no.	<input type="checkbox"/> Return shipment details
<input type="checkbox"/> Invoice no.	

Select Sort Fields (optional) [Help](#)

If you do not want a sorted report, do not select anything.

Sort 1

Sort 2

Sort 3

Create report

Save My Profile

Use this section to update your profile information and manage all the accounts you use online, as well as the **fedex.com** services you use for each account.

My Profile [Logout](#)

Welcome John Smith

My Services and Accounts
Click on the account number or any of the links below to edit account services and information.

Account Name	Account Number	Active	Default	Express	Ground	Signature	Insurance	Other
John	123456789	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Joe	997654321	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Key: Your active services for this account Default account used for service

Change Profile

- [Change your fedex.com Login Information](#) - Change your user ID, password and/or Secret Question/Answer
- [Edit Nickname](#) - Edit an account nickname.
- [Update Contact Info](#) - Update or edit your contact information for your profile
- [Remove an Account](#) - Remove a FedEx account from your fedex.com profile.
- [Update Express and Ground Accounts](#) - Add a service to a FedEx Express or Ground account or set account as default for service.

* A pending shipment must contain complete shipping information in order to process it later the same day or in the future. Pending shipments expire 10 days after the date created or after the future date selected when creating the shipment. Pending shipments cannot be saved for FedEx Express Freight shipments, return shipments or shipments that have been scheduled for pickup. This option is not available if you have chosen to create or save the shipment as a Shipment Profile.

Netscape Navigator is a registered trademark of Netscape Communications Corporation in the United States and/or other countries.

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.

24. Shipment Tracking. Carrier shall provide a twenty-four (24) hour shipment tracking system. Tracking shall be available to Authorized Users through both a toll-free telephone number or via the electronic and online access through the Internet and be capable of being accessed utilizing standard Internet Web Browsers. Carrier shall respond to all shipment tracking requests by Authorized Users within four (4) hours of first request. Information from an inquiry shall include acknowledgement of pickup, acknowledgement of in-transit destinations and final delivery. Upon Authorized User's request Carrier shall provide copies of shipping receipt signed by recipient or shall otherwise provide an online signature verification and shipment receipt verification function. Carrier shall fax signed receipt upon request. Carrier shall provide these services to Authorized Users at no additional cost. Offeror shall describe its online shipment tracking services, including a description of the security and privacy protection features that will be applicable to online shipment tracking services.

WSCA Can Obtain Complete Shipment Visibility with FedEx InSight

Keep track of your shipments any time of the day or night with FedEx InSight, our free shipment-status tracking and management application on fedex.com/us/insight. FedEx InSight lets you monitor the status of your shipments and automatically notifies you and designated others of critical events that affect your shipments. This tool makes tracking easier because tracking numbers are not required and you can view more details about the shipments.



FedEx InSight gives you:

Shipment Information

Displays information for your FedEx Express, FedEx Ground, FedEx Home Delivery, FedEx SmartPost, FedEx Trade Networks, FedEx Freight, and FedEx National U.S. and international shipments, including inbound, outbound and third-party-payer shipments. You can use account number(s), customer data (company name, address), or both, to identify your shipments — no tracking numbers required. InSight allows an unlimited number of account numbers or company names and addresses.

You can view this information online, receive it via mail or download it. Information is available four days after delivery or, if delivery doesn't occur, 15 days after the ship date.

Delivery Status

Provides timely and accurate status information about your inbound, outbound and third-party-payer shipments. It even provides shipment-status information prior to pickup by FedEx. You will also see, as part of the status, the location of the shipment: state and country for a U.S. shipment, and country for an international shipment.

Proactive Notification

Automatically notifies you by e-mail, Internet or wireless device of critical shipping events — such as clearance delays, delivery attempts, consolidated proof of delivery and delivery exceptions — so you can take appropriate action.

Problem Resolution

Helps pinpoint shipment and delivery exceptions, such as incomplete paperwork and incorrect addresses, then suggests recommended actions to speed delivery.

Availability of Shipment Information on FedEx InSight

Shipments are displayed in FedEx InSight from the time FedEx picks up the shipment until 4 days after delivery. If there is no delivery, shipments are displayed for 15 days from the ship date. International shipments become available when they are manifested for clearance. U.S. and Canada domestic shipments that are captured are available when FedEx scans the receipt of the shipment.

Customizable Options

The My Options screen enables you to link to and customize various features on FedEx InSight, including:

- **Notifications.** Receive proactive notifications about critical shipment events via e-mail or wireless device. Select as many notifications and recipients as you wish.
- **Invitations.** Invite an unlimited number of people to view your shipment information. You can withdraw an invitation at any time if needed.
- **Shipments.** Add, delete and edit accounts and addresses in your profile for precise shipment visibility. There is no limit to the number of accounts and addresses you can include.

A Summary Table

Gives you top-line consolidated information about all your shipments and shows you how many clearance delays and attempted deliveries, if any, are currently affecting your shipments.

Example of Proactive Notification of Shipment Delay

470018367199		Shipper
Shipment Information		
Status	Clearance Delay, ATLANTA GA	KRHARE AKREH
Ship (P/U) Date	01/02/2005	TEST LBS
Est. Delivery Date	01/06/2005	TORONTO, ON M4C1A1
Service Type	FedEx International Priority	CA
Number of Pieces	3	Recipient
Weight	75.0 LB	PHILLIP PEDIGO
Shipment Reference		10 FEDEX PARKWAY
Reference Type	Description	COLLIERVILLE, TN
		38017
		US
Clearance Delay Information		
# Reason	Action	
1 Arrangement for duties and taxes is required.	Importer must agree to provide payment of duties and taxes.	

See Shipment Information in Three Views

InSight enables you to view the most recent status of your shipment in the status field of the Inbound, Outbound or Third Party View screens. All Views (Inbound, Outbound or Third Party) list individual tracking numbers for your shipments and display the status of each shipment.

FedEx InSight[®]

Inbound View

Jump to

[Filter this View](#)
[Find a Shipment](#)
[Download this View](#)

Tracking Nbr	Ship (P/U) Date	Svc Type	Shipper Company Name	ST	City	Nbr Pcs	Status
<small>Ship Date: 01/02/2005</small>							
463204862	01/02/2005	FR	J. Smith	CA	US	10	Out for delivery; STOCKTON, CA; On trailer 2849573 Manifest Nu
472390457931	01/02/2005	PO	Computer Shippers Inc	CN		5	On FedEx vehicle for delivery; RANCHO CORDOYA, CA
462948506912849	01/02/2005	FG	Jane Doe	FL	US	1	Package data transmitted to FedEx

Inbound View provides information on shipments where you are identified as the recipient. Shipments are organized by estimated delivery date. Shipments must be marked 'Bill to: Recipient,' using one of the designated account numbers, or included as one of the designated addresses on the profile.

FedEx InSight[®]

Outbound View

Jump to

[Filter this View](#)
[Find a Shipment](#)
[Download this View](#)

Tracking Nbr	Est. Delvry	Svc Type	Recipient Company Name	ST	City	Nbr Pcs	Status
<small>Ship Date: 01/08/2005</small>							
693767147140	01/08/2005	ES	AIR ACADEMY HIGH SCHOOL	CO	US	1	Delivered: 01/08/2005 12:50 PM Signed for By: BROOKS; Dallas,
693767147118	01/08/2005	ES	AMPCO SYSTEM PARKING	CO	US	1	On FedEx vehicle for delivery; IRVING, TX
693767147129	01/08/2005	ES	LANDMARK APARTMENTS OFFICE	CO	US	1	Delivered: 01/08/2005 12:46 PM Signed for By: EBASS; Atlanta, C

Outbound View provides information on shipments for which your customer is identified as the sender. Shipments must be marked 'Bill to: Sender,' using one of the designated account numbers.

FedEx InSight[®]

Third Party View

Jump to

[Filter this View](#)
[Find a Shipment](#)
[Download this View](#)

Tracking Nbr	Est. Delvry	Svc Type	Shipper Company	City	Recipient Company	City	Nbr Pcs	Status
<small>Ship Date: 01/08/2005</small>								
014803761088100	01/08/2005	FG	CAMPUS CRAFTS	US	HARBOR TERRACE APARTMENTS	US	1	Delivered: 01/08/2005 1
621050011250	01/08/2005	XS	THE ROSEDOWN APARTMENTS	US	CASTLE POINT APARTMENTS OFFICE	US	1	On FedEx vehicle for de
621088100140	01/08/2005	XS	THE ROSEDOWN APARTMENTS	US	HOUSING AUTHORITY OF BEAUFORT	US	1	Delivered: 01/08/2005 1

Third-Party Payer View provides information on shipments for which your customer is identified as the third-party payer. Shipments must be marked 'Bill to: Third-Party,' using one of the designated account numbers.

Download Shipment Information

From the View screens (Inbound, Outbound or Third Party or from a Customized View that has already been created and saved), click on the link, "Download this View". All InSight Views can be downloaded as an ASCII comma delimited file (.csv). Once the download has started, a small window will appear. You will be prompted to either open or save the download. Choose the save option. After saving the file, it can be opened using an appropriate software program, such as spreadsheet, database or word processor.

Government Hotline – Dedicated Support for WSCA Participants

FedEx provides WSCA dedicated customer service resources to support WSCA's problem resolution needs. Your hotline for account setup and routine maintenance is 1.800.645.9424. Multiple requests can be e-mailed to govt@fedex.com.

29. Negotiable Instruments. Carrier must be able to provide services for the shipment of negotiable instruments up to \$50,000 in value.

FedEx takes exception to this requirement. Please refer to the FedEx Service Guide for additional information.

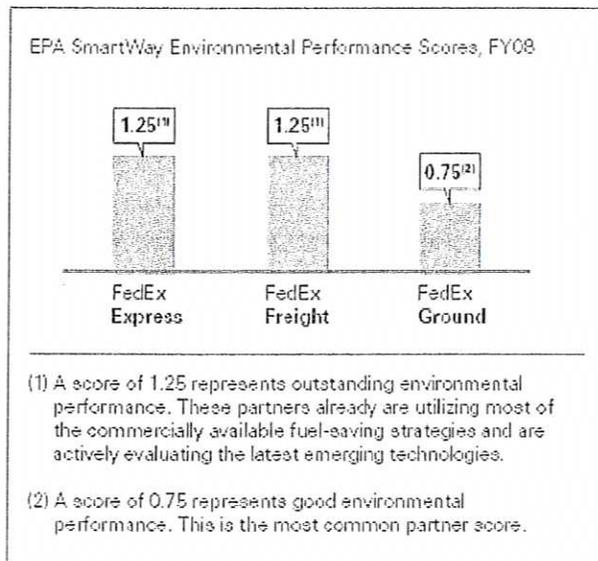
30. Preference will be given to Offerors who participate in the EPA SmartWay Program or equivalent. Carriers must describe their ongoing efforts to provide environmentally clean transportation services. Describe any reports available from the Carrier, for participating States that summarizes the transportation related emission reductions, etc.

FedEx and SmartWay Transport

FedEx Freight, FedEx Ground and FedEx Express are members of the U.S. Environmental Protection Agency SmartWay Transport Partnership, a voluntary alliance that seeks fuel-efficiency improvements and greenhouse gas reductions through operational changes. FedEx Express and FedEx Freight, both charter members, received outstanding environmental performance scores this past year; FedEx Ground received a good performance score.

FedEx Freight has taken multiple steps towards improving air-quality and conserving fuel, including:

- Instituting policies and introducing technologies to prevent vehicle idling.
- Strategically locating FedEx facilities in order to eliminate idling from overnight trips.
- Using advanced synthetic oils and lubricants.
- Using aerodynamic tractors and trailers.
- Introducing automatic tire inflation devices to increase fuel economy.
- Introducing wide-based tires to increase fuel economy through reduced road friction.
- Operating more than 500 electric and alternative-fuel forklifts worldwide.



- Working with customers to analyze and reconfigure their supply chains to enhance efficiencies and reduce customers' overall environmental footprint.
- Using FedEx Global Operations Control (GOC) outfitted with the most up-to-date communications technologies to track and direct the FedEx air and truck fleets.

WSCA can learn more about FedEx corporate sustainability goals at:

<http://www.fedex.com/us/smallbusiness/updates/june2010/fedex-sustainability.html>

31. WSCA Administration Fee. Carrier(s) will remit to WSCA an Administration Fee in the amount of one half of one percent (.5%) of the total sales from the resulting Master Price Agreement, in accordance with the terms and conditions of the Master Price Agreement. The WSCA administration fee shall be submitted quarterly and is based on sales of services. The WSCA administration fee is not negotiable. The WSCA quarterly check will be submitted per the schedule listed below to the following address:

WSCA c/o AMR Management Services
201 E. Main Street, Suite 1405
Lexington, KY 40507

A copy of the check along with the quarterly report shall be sent to Dan Reisner, Contract Administrator. 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

The pricing submitted in response to this Proposal shall include the WSCA Administrative Fee. Additionally, some Participating States may require that an additional fee be paid directly to the Participating State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in the Participating Addendum.

Carrier may adjust the Participating State's pricing accordingly for purchases made by Authorized Users within the jurisdiction of the Participating State. All such agreements may not affect the WSCA fee or the prices paid by the Authorized Users outside the jurisdiction of the Participating State requesting the additional fee.

FedEx agrees to this requirement.

32. Report Requirements: Carrier must provide a quarterly report to the WSCA Contract Administrator listing, for each Participating State, a total of all international, express and ground shipments by sum of net revenue, sum of pieces and sum of weight for each month in the quarter. The grand total for the quarter will be listed for each Participating State as well as the calculation and dollar amount of the quarterly WSCA Fee.

Carrier shall also provide Participating State's shipping reports on a quarterly basis to each Participating State Contract Administrator. The reports at a minimum shall contain the bulleted items stated below:

- 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.
- Any other information as requested by Participating States or Participating Entity from the following general categories: 1) City/Town; 2) County; 3) Higher Education; 4) Public Education and 5) State Agency.

FedEx agrees to provide access to reports via **fedex.com** that provides this information.

33. Additional Non-WSCA States may be added with the consent of the Carrier, Lead State (on behalf of WSCA) and Director of Purchasing for each State or Entity through the execution of Participating Addenda.

FedEx agrees to this requirement.

34. Shipper or Account Numbers: Carrier shall designate a shipper or account number for each Authorized User. The shipper or account number shall be indicated on each tendered shipment. The prices offered under this Master Price Agreement shall tie directly to each shipper or account number.

FedEx agrees to this requirement.

35. The Participating Addendum (PA) shall show the effective date for the application of the Master Price Agreement rates. A copy of each fully executed PA shall be sent to the WSCA Contract Administrator.

FedEx agrees to this requirement. It is the participating state and user responsibility to identify themselves as a participating state in the WSCA program by calling the designated government hotline number 1.800.645.9424.

Standard Contract Terms and Conditions Western States Contracting Alliance Request for Proposal

Important Note: Incorporation of the FedEx Service Guide

If awarded the business, FedEx would provide services subject to the completion of a definitive written agreement. Each shipment made under the agreement would be subject to the terms and conditions of the origin country's FedEx Service Guide in effect at the time of shipment, whose terms are incorporated by reference. FedEx reserves the right to modify the FedEx Service Guide at anytime. FedEx will endeavor to notify WSCA of any service changes contained in the Service Guide, and FedEx will work with WSCA to incorporate such changes into a contract amendment as mutually agreed upon by the parties.

PARTICIPANTS: The Western States Contracting Alliance (herein WSCA) is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Other states and their political subdivisions are also eligible to participate in WSCA contracts. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

QUALITY ESTIMATES: WSCA does not guarantee to purchase any amount under the contract to be awarded. Estimated quantities are for the purposes of submitting proposals only and are not to be construed as a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror, otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers' numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the RFP states "No substitute". Proposals will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF PROPOSALS: WSCA reserves the right to accept or reject any or all proposals or parts of proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the Request for Proposals. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however, discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Proposal prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF PROPOSALS: Proposals may be modified or withdrawn prior to the time set for the opening of proposals. After the time set for the opening of proposals no proposal may be modified or withdrawn, unless done in response to a request for a "Best and Final Offer" from WSCA.

PATENTS, COPYRIGHTS, ETC.: The Contractor shall release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

AWARD: WSCA may award multiple contracts as the result of this solicitation. Awards shall be made to the responsible offeror(s) whose proposal is determined to be the most advantageous to WSCA, taking into consideration price and the other evaluation factors set forth in the RFP.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

CANCELLATION: Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

DEFAULT AND REMEDIES: Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages; 4. Suspend contractor from receiving future proposal solicitations.

FedEx takes exception to item No. 3 in the previous paragraph "*Impose Liquidated Damages.*"
FedEx does not agree to pay liquidated damages.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these WSCA Standard Terms and Conditions and any WSCA Special Terms and Conditions which follow; the WSCA Special Terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

HOLD HARMLESS: The contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW: This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY: As used herein "Buyer" refers to any Participating State agency or political subdivision. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the contractor's skill or judgment to consider.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if

the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in compliance with proposal specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the user agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of proposal opening. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in proposal preparation.

CONFLICT OF INTEREST: The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the Participating States shall be

voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

DEBARMENT: The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

ENTITY PARTICIPATION: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

Attachment B: FedEx Services Overview for WSCA

FedEx Express and FedEx Ground Services and Options

FedEx Express

Wielding its fleet of 664 aircraft and more than 41,000 motorized vehicles, FedEx Express offers a wide range of shipping services for delivery of letters, packages and freight.

For U.S. shipments, FedEx Express offers several overnight services — as well as two- and three-day service — for the door-to-door delivery of WSCA's letters, packages and freight. These services are backed by money-back guarantees, come with real-time tracking and extend to virtually the entire U.S. population. In addition, FedEx SameDay® service is available for urgent shipments up to 70 pounds to virtually any U.S. destination.

International express delivery is available to more than 220 countries and territories, with a variety of time-definite letter, package and freight services to meet distinct customer needs. These comprehensive services are backed by a money-back guarantee, real-time tracking and advanced customs clearance.

The following charts provide an overview of FedEx Express services and options:

FedEx Express U.S. Services	
Service	Commitment
FedEx SameDay®	Door-to-door delivery within hours depending upon availability, 365 days a year, 7 days a week.
FedEx SameDay® City	Door-to-door delivery within hours depending upon availability, 365 days a year, 7 days a week. Available within 20 major metro cities. Delivery is available between select ZIP codes within 25 miles of the city center. Loose packages or palletized freight. Unlimited total shipment weight.
FedEx First Overnight®	Next-business-day delivery by 8, 8:30, 9 or 10 a.m., depending on destination ZIP code.
FedEx Priority Overnight®	Next business day delivery by 10:30 a.m. to most U.S. addresses; by noon, 4:30 p.m. or 5 p.m. in remote areas; by noon, 1:30 p.m. or 4:30 p.m. on Saturdays.
FedEx Standard Overnight®	Next business day delivery by 3 p.m. to most U.S. addresses; by 4:30 to rural areas.
FedEx 2Day® A.M.	Delivery by 10:30 a.m. second-business-day to most U.S. addresses; by noon to rural areas.
FedEx 2Day®	Delivery by 4:30 p.m. in 2 business days to most areas, by 7 p.m. to residences.
FedEx Express Saver®	Delivery to businesses by 4:30 p.m. and to residences by 7 p.m., in 3 business days.

Information is current as of March 2011, and is subject to change without notice. Depending on destination ZIP code, delivery commitments may vary. Please refer to the delivery commitment chart at fedex.com/us/services/us/commitments.html for complete details. For additional terms and conditions, including package dimension and weight restrictions, please refer to the FedEx Service Guide in effect at the time of shipment.

FedEx Express International Services	
Service	Commitment
FedEx International Next Flight	<ul style="list-style-type: none"> Export – Within hours between major cities worldwide, 24 hours a day, depending on flight availability. From the U.S. to more than 220 countries and territories. Import – Inbound delivery to U.S. customers from more than 220 countries and territories on the fastest available flight.
FedEx International First®	<ul style="list-style-type: none"> Export – Outbound delivery as early as 9 a.m. in 2 business days to postal codes in Belgium, England, France, Germany, Italy, the Netherlands, Spain and Switzerland. Import – Inbound delivery to select U.S. ZIP codes from more than 60 countries and Caribbean islands in 1 or 2 business days by 8 or 8:30 a.m.
FedEx International Priority®	<ul style="list-style-type: none"> Export – Time-definite delivery typically in 1, 2 or 3 business days. Reach major cities in Europe by noon typically in 2 business days. From the U.S. to more than 220 countries and territories. Import – Time-definite delivery typically in 1, 2 or 3 business days. Delivery to most U.S. addresses by 10:30 a.m. or noon (by 5 p.m. to more-remote areas). To the U.S. from more than 220 countries and territories.
FedEx International Economy®	<ul style="list-style-type: none"> Export – Time-definite delivery typically in 2 to 5 business days (typically 2 or 3 business days to Canada, Mexico and Puerto Rico). From the U.S. to more than 215 countries and territories. Import – Time-definite delivery from Canada and Puerto Rico to the U.S. typically in 2 or 3 business days. Time-definite delivery from Mexico and key Asian and Latin American markets to the U.S. typically in 3 or 4 business days. Time-definite delivery from key European markets to the U.S. typically in 4 business days.
FedEx International MailService®	An economical way to send bulk mailings (catalogs, brochures, invoices, etc.) and some low-value dutiable commodities (e.g., CDs, household goods, film) internationally. Delivery in either 4 to 7 (Premium service) or 7 to 11 (Standard service) international business days from pickup to hand-off to the destination country postal service. Delivery times to final recipients vary by country.

Information is current as of March 2011 and is subject to change without notice. Depending on destination, some delivery commitments may vary. For additional terms and conditions, including package dimension and weight restrictions, please refer to the FedEx Service Guide or Conditions of Carriage from the country of origin in effect at the time of shipment

FedEx International DirectDistribution Services	
Service	Commitment
FedEx International Priority DirectDistribution®	<p>FedEx Express direct-delivery package shipments</p> <p>An innovative service that helps you manage your supply chain by sending consolidated shipments. We clear your shipment through customs as a single entry, and then deliver to individual recipients in the destination country. Delivery in 1 to 4 business days to 57 countries, including Canada and Mexico. Customs-cleared service. Multiple-piece, multiple-recipient shipments to the European Union (EU) can be cleared as one unit before being delivered to multiple EU destination countries. This single point of clearance is available for shipments destined to select EU countries from the U.S., Canada and several Asian countries.</p>

FedEx International DirectDistribution Services	
Service	Commitment
FedEx International Priority DirectDistribution* Freight	<p>FedEx Express direct-delivery freight shipments</p> <p>This service is a cost-effective, streamlined way to move high-value freight straight from the point of manufacture to multiple customers or end users. We clear your consolidated freight through customs on a single Commercial Invoice and then deliver to the addresses you've specified in the destination country. Delivery typically in 1 to 4 business days to and from the U.S. and Canada from several countries. You can choose from two service options:</p> <ul style="list-style-type: none"> • Appointment Delivery – Select if you want FedEx to arrange a delivery time at the destination ramp with the recipient. • Piece-Count Verification – Select if you want us to verify the number of pieces on your skids at both origin and destination.
FedEx® International DirectDistribution Air Solutions	<p>Direct-delivery air shipments</p> <p>Use this solution to consolidate multiple packages or shipments from one origin and move them directly to multiple delivery addresses in another country. Direct shipping to customer locations allows you to bypass costly distribution centers. Plus, you benefit from streamlined customs clearance — shipments clear as one customs entry — and shipment visibility from origin to destination. Delivery typically in 3 to 10 business days from departure at origin to final delivery address. Delivery from Asia, Europe and select locations in Latin America to multiple destination delivery addresses in the U.S., Canada and Puerto Rico. Not all services are available in Canada and Puerto Rico.</p> <p>FedEx Trade Networks will coordinate final delivery by FedEx Express, FedEx Ground, FedEx Home Delivery®, FedEx SmartPost®, FedEx Freight or FedEx Custom Critical.</p>
FedEx® International DirectDistribution Surface Solutions	<p>Direct-delivery surface shipments within North America</p> <ul style="list-style-type: none"> • U.S. to Canada – FedEx International DirectDistribution Surface Solutions (U.S. to Canada) is a drop-ship service that may save you money on your consolidated shipments to Canada. You arrange for a bulk delivery to a FedEx Ground hub in Canada. FedEx Ground breaks down the consolidation and delivers individual shipments to the final destination. Delivery in 1 to 5 business days from the FedEx Ground hub in Canada. Delivery from the U.S. to 100 percent of Canada. • Canada or Mexico to the U.S. – Ship a consolidated shipment across the border to multiple recipients using FedEx Express or your own carrier. Once your shipment arrives in the U.S., you can choose from FedEx Express, FedEx Ground or FedEx Freight (Mexico only) services for final delivery in the U.S. Delivery typically in 1 to 6 business days. Delivery from Canada and Mexico to the U.S. FedEx Trade Networks will coordinate final delivery in the U.S. by FedEx Express, FedEx Ground or FedEx Freight.
FedEx® International DirectDistribution Ocean Solutions	<p>Direct-delivery ocean shipments</p> <p>Take advantage of end-to-end ocean solutions that enable you to ship directly to customer locations, bypass distribution centers, reduce overall distribution costs and cut up to 3 weeks off typical transit times. Delivery typically 17¹ to 30 business days from Asia and 17¹ to 23 business days from Europe. Delivery from Asia, Europe and select locations in Latin America to multiple destination delivery addresses in the U.S., Canada and Puerto Rico. Not all services are available in Canada and Puerto Rico. FedEx Trade Networks will coordinate final delivery by FedEx Express, FedEx Ground, FedEx Home Delivery, FedEx SmartPost, FedEx Freight or FedEx Custom Critical.</p> <p>¹Certain restrictions apply.</p>

Information is current as of March 2011 and is subject to change without notice. Depending on destination, some delivery commitments may vary. For additional terms and conditions, including package dimension and weight restrictions, please refer to the FedEx Service Guide or Conditions of Carriage from the country of origin in effect at the time of shipment

FedEx Express U.S. Freight Services	
Services	Commitment
FedEx SameDay® Freight	Door-to-door within hours, depending upon availability. Available 7 days a week; 365 days a year.
FedEx SameDay® City	Door-to-door delivery within hours depending on availability, 365 days a year, 7 days a week. Available within 20 major U.S. metro areas. Delivery is available between select ZIP codes within 25 miles of the city center. Loose packages or palletized freight. Unlimited total shipment weight.
FedEx Expedited Freight Services	<p>FedEx Expedited Freight Services allows customers to quickly and easily evaluate the surface and air shipping options available from FedEx Express, FedEx Freight and FedEx Custom Critical in order to select the best solution. Call FedEx Expedited Freight Services at 1.866.274.6115, and we'll take your specific shipping requirements and advise you of the applicable services that can meet your needs. You can then choose the best option for that specific transaction.</p> <ul style="list-style-type: none"> • Most services provided within the FedEx network, brought to you by FedEx Express, FedEx Freight and FedEx Custom Critical. • Solutions range from exclusive-use vehicles and aircraft to premium air freight and time-definite LTL. • You choose the FedEx solution that best meets your needs. • Solutions to and from the border.
FedEx First Overnight® Freight	Next-business-day delivery by 9 or 10:30 a.m. to most primary service area ZIP codes.
FedEx 1Day® Freight	Next-business-day delivery by 10:30 a.m. for most shipments; by noon for many others. Available Monday through Friday with Saturday delivery available to many major markets for an additional charge.
FedEx 2Day® Freight	Delivery by noon in 2 business days for most shipments. Available Monday through Friday with Saturday delivery available to many major markets for an additional charge.
FedEx 3Day® Freight	Delivery by 3 p.m. in 3 business days for most shipments. Available Monday through Friday.

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FedEx Express International Freight Services	
Services	Commitment
FedEx International Next Flight	<ul style="list-style-type: none"> • Export – Within hours between major cities worldwide, 24 hours a day, depending on flight availability. From the U.S. to more than 220 countries and territories. • Import – Inbound delivery to U.S. customers from more than 220 countries and territories on the fastest available flight.
FedEx International Premium SM	Priority, time-definite service when you are shipping controlled items, dangerous goods, and consolidated shipments using the FedEx IATA (023) Air Waybill or IATA Neutral Air Waybill. Delivery in 1, 2 or 3 business days to more than 30 countries.

FedEx Express International Freight Services	
Services	Commitment
FedEx Expedited Freight Services	<p>FedEx Expedited Freight Services allows customers to quickly and easily evaluate the surface and air shipping options available from FedEx Express, FedEx Freight and FedEx Custom Critical in order to select the best solution. Call FedEx Expedited Freight Services at 1.866.274.6115, and we'll take your specific shipping requirements and advise you of the applicable services that can meet your needs. You can then choose the best option for that specific transaction.</p> <ul style="list-style-type: none"> • Most services provided within the FedEx network, brought to you by FedEx Express, FedEx Freight and FedEx Custom Critical. • Solutions range from exclusive-use vehicles and aircraft to premium air freight and time-definite LTL. • You choose the FedEx solution that best meets your needs. • Solutions to and from the border.
FedEx International Priority® Freight	<ul style="list-style-type: none"> • Export – Time-definite delivery typically in 1, 2 or 3 business days to most major world markets. From the U.S. to more than 130 countries and territories. • Import – Time-definite delivery typically in 1, 2 or 3 business days. To the U.S. from more than 105 countries and territories.
FedEx International Economy® Freight	<ul style="list-style-type: none"> • Export – Time-definite delivery typically within 5 business days (typically 2 or 3 business days to Canada, Mexico and Puerto Rico). Flexible pickup and delivery options are available. From the U.S. to more than 130 countries and territories, including Canada. • Import – Time-definite delivery from Canada and Puerto Rico to the U.S. typically in 2 or 3 business days. Time-definite delivery from Mexico and key Asian, Latin American and European markets to the U.S. typically within 5 business days.
FedEx International Express Freight® (IXF)	Airport-to-airport delivery, typically in 2 to 3 business days.
FedEx International Airport-to-Airport™ (ATA)	Airport-to-airport delivery typically in 3 to 5 business days.

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FedEx Express Service Options	
Service Option*	Description
FedEx Express Multiweight® Pricing	<p>With U.S. multiweight pricing, multiple-piece shipments traveling from one origin to one destination, and totaling 100 lbs. or more (200 lbs or more for FedEx Express Saver) are rated on a price-per-package basis and on a price-per-total-shipment-weight basis. You are charged the lower of the two rates. A 15-lb. average minimum package weight for the shipment applies.</p> <p>With international multiweight pricing, multiple-piece shipments traveling from one origin to one destination are rated on a price-per-total-shipment-weight basis. Per-pound rates apply if the total shipment weight is 100 lbs. or more.</p> <p>Single-piece shipments weighing more than 100 lbs. may also be subject to multiweight pricing.</p>
Saturday Service	Saturday pickup and delivery available in the majority of U.S. cities and in selected international locations.

FedEx Express Service Options	
Service Option*	Description
Hold at FedEx Location	A free service that allows recipients to pick up shipments from a FedEx location — FedEx Office Print & Ship Center SM , and FedEx Office SM Ship Center, and FedEx World Service Center [®] locations. Or, if the shipment is already on its way, you can request a redirect to an eligible FedEx location in the delivery area of the original destination address. If you include the recipient's telephone number in your documentation, we'll try to contact the recipient after the package arrives at our facility. A government-issued photo ID is required to pick up packages. For Redirect to Hold shipments, the address on the package must match that on the photo ID. Available throughout the U.S. and for certain international shipments.
FedEx Collect on Delivery (C.O.D.)	FedEx C.O.D. Service option is available within the U.S. FedEx tries to contact your recipient before delivery so that payment is ready. Your customer can pay by personal check, money order, cashier's check, company check, official check or certified check. We return payment to you the next business day via FedEx Standard Overnight [®] (where available; otherwise FedEx 2Day [®]).
Dangerous Goods shipping	FedEx Express is a world leader in the transport of dangerous goods and has specialists on staff to assist with dangerous goods questions. Shipments with dangerous goods MUST be tendered to FedEx Express in accordance with current International Air Transport Association (IATA) regulations for air transport and the FedEx Express Terms and Conditions. This is required regardless of the routing and whether the shipment ends up physically moving by air transportation, ground transportation, or a combination of these. Call our free Dangerous Goods Hotline at 1.800.GoFedEx (1.800.463.3339) and say "dangerous goods." Transportation available with the majority of our domestic and international services.
Charter of a FedEx aircraft (domestic and international)	When you have oversize cargo or need the use of an entire airplane, contact FedEx Charters. Commodities we've shipped include exotic animals, musical stage productions, satellites and racecars on worldwide circuits. Charters available in the U.S. and overseas for one-time or long-term use.
Declared Value Exception	This service allows eligible customers to declare a value up to \$50,000 on jewelry, gemstones, and precious metals (normally limited to \$1,000 on most FedEx Express Packages). Available for shipments within the U.S., including Hawaii and Alaska. Also available to some international destinations.
FedEx International Controlled Export	This service option is a fast, reliable way to get your controlled exports where they need to be with the convenience of customs-cleared, door-to-door delivery and the reliability of a time-definite commitment. This option is available for goods moving under a U.S. State Department (DSP) license or under the U.S. Drug Enforcement (DEA) export permits 36, 236 and 486, and in-bond shipments moving under a transportation and exportation (customs form CF7512) from a foreign trade zone or bonded warehouse.
FedEx Signature Proof of Delivery	On fedex.com, select Obtain Signature Proof of Delivery from the Track tab to see the signature image online or have it faxed free of charge. (A FedEx account number is required to get complete proof-of-delivery information.) Or call 1.800.463.3339 to request this information via fax (or for a fee, delivered to you via FedEx Standard Overnight [®] envelope).
Multiple Piece Shipments	Multiple-piece shipments can be sent to all points that we serve in the U.S. and in international locations. Shipments use the same service, bill-to instructions, packaging type and delivery instructions; shipments move together on the same day from one sender to one recipient and meet all size, weight and acceptance guidelines for the selected service. Individual packages in a multiple-piece shipment may have different weights, dimensions and declared value.

FedEx Express Service Options	
Service Option*	Description
International Broker Select	FedEx International Broker Select enables the sender or recipient to designate a specific customs broker other than FedEx (or our designated broker) when shipping to selected countries using FedEx International Priority®, FedEx International Economy®, FedEx International Ground®, FedEx International Priority® Freight or FedEx International Economy® Freight. Available to more than 120 countries.
FedEx Delivery Signature Options	<p>Indirect Signature Required – FedEx will obtain a signature from someone at the delivery address; or from a neighbor, building manager or someone at a neighboring address; or the recipient can sign a FedEx door tag authorizing release of the package without anyone present.</p> <ul style="list-style-type: none"> • Direct Signature Required – FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery. Direct Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses. • Adult Signature Required – FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. If no eligible recipient is at the address, FedEx will reattempt delivery. Adult Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses.
FedEx Return Solutions	<p>FedEx offers a variety of solutions to help you manage returns. Choose from options available with FedEx Express package and freight services. These return solutions are available within all 50 states.</p> <ul style="list-style-type: none"> • FedEx Return Labels – FedEx return labels provide a convenient way to manage returns. Labels can be printed from your computer, shipping system, or preprinted by FedEx. • FedEx Return Tags – FedEx return tags are an easy way for your customers to return packages. FedEx provides the label to the return shipper at pickup. • FedEx Return System – FedEx provides a simple and economical way to return packages via a convenient network of shipping locations.

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** A fee is associated with some options. Please refer to the FedEx Service Guide in effect at the time of shipment for information on fees, terms and conditions.*

FedEx Ground

Wielding its fleet of more than 22,000 motorized vehicles and the expertise of its more than 65,000 employees and independent contractors, FedEx Ground offers cost-effective, reliable shipping services to business and residential addresses via a network of 32 hubs.

The following charts provide overviews of FedEx Ground services and options:

FedEx Ground U.S. Services	
Services	Commitment
FedEx Ground	Delivery in 1 to 5 business days within the contiguous U.S.; 3 to 7 business days to and from Alaska and Hawaii. Monday through Friday. Delivery is by the end of the business day.
FedEx Home Delivery®	Delivery in 1 to 5 business days in the contiguous U.S. and 3 to 7 business days to and from Alaska and Hawaii. Deliveries are made between 9 a.m. to 8 p.m. Tuesday through Saturday.

FedEx Ground U.S. Services	
Services	Commitment
FedEx SmartPost	Delivery in 2 to 8 days based on the distance to your destination (longer time-in-transit for shipment outside the contiguous 48 states), Monday through Saturday. Based on your average daily shipping volume, FedEx SmartPost offers a customized solution: We pick up (or accept drop shipments), provide line haul and deliver your packages to a USPS facility for final delivery by a postal carrier. Coverage to 100% of U.S., including service to Alaska and Hawaii, Puerto Rico, Guam, U.S. Virgin Islands, all U.S. territories, P.O. boxes, and military APO/FPO destinations. Contract only service.

Information is current as of March 2011, and is subject to change without notice. Refer to the FedEx Service Guide in effect at the time of shipment for terms and conditions, including package dimension and weight restrictions.

FedEx Ground International Services	
Services	Commitment
FedEx International Ground	<ul style="list-style-type: none"> Export – Delivery typically in 2 to 7 business days. From the U.S. to 100 percent of Canada. Import – Delivery available from Canada to the U.S. in 2 to 7 business days. Delivery is by end of the business day. Monday through Friday.
FedEx SmartPost® International	A cross-border solution for shipping low-weight residential packages from the U.S. to Canada that includes pickup and linehaul, comprehensive customs clearance, and intra-Canada residential delivery. Service is available to all residential addresses in Canada, including P.O. boxes. Delivery in 3 to 14 business days, Monday through Friday, based on the distance to your destination. Contract only basis.

Information is current as of March 2011, and is subject to change without notice. Refer to the FedEx Service Guide in effect at the time of shipment for terms and conditions, including package dimension and weight restrictions.

FedEx Ground Service Options	
Services	Description
FedEx Ground Multiweight	Combine packages for a multiweight rate. Pricing is based on the combined weight of your packages. Available in the U.S. and Canada. Multiple-piece shipments with a total weight of 200 lbs. or more can qualify (150 lbs. or more for Canada). For shipments moving to the same destination on the same day. Contract only service.
FedEx Ground COLLECT	With this payment option, you are invoiced directly for inbound shipments without giving suppliers your FedEx account number. You stay in control of your inbound shipping costs by avoiding charges added by your suppliers
FedEx Ground C.O.D. (Collect on Delivery)	<p>FedEx Ground C.O.D. enables you to extend new payment options to your customers. You have three ways to get your money — and we are the only ground carrier that accepts cash:</p> <ul style="list-style-type: none"> Choose Currency C.O.D. if you want us to collect cash from your recipient (additional fee applies). Choose Guaranteed Funds C.O.D. if you want us to collect payment in the form of certified check, money order or cashier's check. Choose Regular C.O.D. if you want us to collect any form of payment (cash, guaranteed funds, company or personal check).
FedEx Ground E.C.O.D. (Electronic C.O.D.)	FedEx Ground E.C.O.D. gives you fast payment return because the money is deposited in your bank account within 24 to 48 hours after delivery, whichever you choose. Paperless payment transfer results in reduced paperwork for you. Available in the U.S. You receive a timely remittance report with full details.

FedEx Ground Service Options	
Services	Description
Hazardous Materials Shipping	You can ship many types of hazardous materials throughout the U.S. (excluding Alaska and Hawaii) via FedEx Ground. If you have questions, or would like a copy of the FedEx Ground Shipping Hazardous Materials Guide, contact our experts at the Dangerous Goods/Hazardous Materials Hotline — call 1.800.GoFedEx (1.800.463.3339) and say "hazardous materials."
FedEx Delivery Signature Options	<ul style="list-style-type: none"> • Indirect Signature Required – FedEx will obtain a signature from someone at the delivery address; or from a neighbor, building manager or someone at a neighboring address; or the recipient can sign a FedEx door tag authorizing release of the package without anyone present. • Direct Signature Required – FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery. Direct Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses. • Adult Signature Required – FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. If no eligible recipient is at the address, FedEx will reattempt delivery. Adult Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses.
FedEx Return Solutions	<p>FedEx offers a variety of solutions to help you manage returns. Choose from options available with FedEx Ground services. These return solutions are available within all 50 states.</p> <ul style="list-style-type: none"> • FedEx Return Labels – FedEx return labels provide a convenient way to manage returns. Labels can be printed from your computer, shipping system, or preprinted by FedEx. • FedEx Return Tags – FedEx return tags are an easy way for your customers to return packages. FedEx provides the label to the return shipper at pickup. • FedEx Return System – FedEx provides a simple and economical way to return packages via a convenient network of shipping locations.
FedEx SmartPost® Returns	Create and send an e-mail return label to your customer to print. Your customer can then apply this prepaid label to the package as needed and drop it off at the nearest post office or postal collection box, or in their own mailbox. Or customers can go to www.usps.gov/pickup to request a free package pickup by the USPS at their home or business address. No charges are assessed until the label is used. In addition, you and your customer can track the status of the return shipment online. Contract-only service.
FedEx Date Certain Home Delivery	Delivery on a specific date you select, Tuesday through Saturday, provided the date is not before the standard delivery time and is within two weeks after it.
FedEx Evening Home Delivery	Delivery between 5 and 8 p.m. on the scheduled date of delivery.
FedEx Appointment Home Delivery	We contact the recipient in advance to arrange delivery on a specific date and by a scheduled time.

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FedEx Express and FedEx Ground Services and Options

FedEx Express

Wielding its fleet of 664 aircraft and more than 41,000 motorized vehicles, FedEx Express offers a wide range of shipping services for delivery of letters, packages and freight.

For U.S. shipments, FedEx Express offers several overnight services — as well as two- and three-day service — for the door-to-door delivery of WSCA’s letters, packages and freight. These services are backed by money-back guarantees, come with real-time tracking and extend to virtually the entire U.S. population. In addition, FedEx SameDay® service is available for urgent shipments up to 70 pounds to virtually any U.S. destination.

International express delivery is available to more than 220 countries and territories, with a variety of time-definite letter, package and freight services to meet distinct customer needs. These comprehensive services are backed by a money-back guarantee, real-time tracking and advanced customs clearance.

The following charts provide an overview of FedEx Express services and options:

FedEx Express U.S. Services	
Service	Commitment
FedEx SameDay®	Door-to-door delivery within hours depending upon availability, 365 days a year, 7 days a week.
FedEx SameDay® City	Door-to-door delivery within hours depending upon availability, 365 days a year, 7 days a week. Available within 20 major metro cities. Delivery is available between select ZIP codes within 25 miles of the city center. Loose packages or palletized freight. Unlimited total shipment weight.
FedEx First Overnight®	Next-business-day delivery by 8, 8:30, 9 or 10 a.m., depending on destination ZIP code.
FedEx Priority Overnight®	Next business day delivery by 10:30 a.m. to most U.S. addresses; by noon, 4:30 p.m. or 5 p.m. in remote areas; by noon, 1:30 p.m. or 4:30 p.m. on Saturdays.
FedEx Standard Overnight®	Next business day delivery by 3 p.m. to most U.S. addresses; by 4:30 to rural areas.
FedEx 2Day® A.M.	Delivery by 10:30 a.m. second-business-day to most U.S. addresses; by noon to rural areas.
FedEx 2Day®	Delivery by 4:30 p.m. in 2 business days to most areas, by 7 p.m. to residences.
FedEx Express Saver®	Delivery to businesses by 4:30 p.m. and to residences by 7 p.m., in 3 business days.

Information is current as of March 2011, and is subject to change without notice. Depending on destination ZIP code, delivery commitments may vary. Please refer to the delivery commitment chart at fedex.com/us/services/us/commitments.html for complete details. For additional terms and conditions, including package dimension and weight restrictions, please refer to the FedEx Service Guide in effect at the time of shipment.

FedEx Express International Services	
Service	Commitment
FedEx International Next Flight	<ul style="list-style-type: none"> Export – Within hours between major cities worldwide, 24 hours a day, depending on flight availability. From the U.S. to more than 220 countries and territories. Import – Inbound delivery to U.S. customers from more than 220 countries and territories on the fastest available flight.

FedEx Express International Services	
Service	Commitment
FedEx International First®	<ul style="list-style-type: none"> Export – Outbound delivery as early as 9 a.m. in 2 business days to postal codes in Belgium, England, France, Germany, Italy, the Netherlands, Spain and Switzerland. Import – Inbound delivery to select U.S. ZIP codes from more than 60 countries and Caribbean islands in 1 or 2 business days by 8 or 8:30 a.m.
FedEx International Priority®	<ul style="list-style-type: none"> Export – Time-definite delivery typically in 1, 2 or 3 business days. Reach major cities in Europe by noon typically in 2 business days. From the U.S. to more than 220 countries and territories. Import – Time-definite delivery typically in 1, 2 or 3 business days. Delivery to most U.S. addresses by 10:30 a.m. or noon (by 5 p.m. to more-remote areas). To the U.S. from more than 220 countries and territories.
FedEx International Economy®	<ul style="list-style-type: none"> Export – Time-definite delivery typically in 2 to 5 business days (typically 2 or 3 business days to Canada, Mexico and Puerto Rico). From the U.S. to more than 215 countries and territories. Import – Time-definite delivery from Canada and Puerto Rico to the U.S. typically in 2 or 3 business days. Time-definite delivery from Mexico and key Asian and Latin American markets to the U.S. typically in 3 or 4 business days. Time-definite delivery from key European markets to the U.S. typically in 4 business days.
FedEx International MailService®	An economical way to send bulk mailings (catalogs, brochures, invoices, etc.) and some low-value dutiable commodities (e.g., CDs, household goods, film) internationally. Delivery in either 4 to 7 (Premium service) or 7 to 11 (Standard service) international business days from pickup to hand-off to the destination country postal service. Delivery times to final recipients vary by country.

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FedEx International DirectDistribution Services	
Service	Commitment
FedEx International Priority DirectDistribution®	<p>FedEx Express direct-delivery package shipments</p> <p>An innovative service that helps you manage your supply chain by sending consolidated shipments. We clear your shipment through customs as a single entry, and then deliver to individual recipients in the destination country. Delivery in 1 to 4 business days to 57 countries, including Canada and Mexico. Customs-cleared service. Multiple-piece, multiple-recipient shipments to the European Union (EU) can be cleared as one unit before being delivered to multiple EU destination countries. This single point of clearance is available for shipments destined to select EU countries from the U.S., Canada and several Asian countries.</p>
FedEx International Priority DirectDistribution® Freight	<p>FedEx Express direct-delivery freight shipments</p> <p>This service is a cost-effective, streamlined way to move high-value freight straight from the point of manufacture to multiple customers or end users. We clear your consolidated freight through customs on a single Commercial Invoice and then deliver to the addresses you've specified in the destination country. Delivery typically in 1 to 4 business days to and from the U.S. and Canada from several countries. You can choose from two service options:</p> <ul style="list-style-type: none"> Appointment Delivery – Select if you want FedEx to arrange a delivery time at the destination ramp with the recipient. Piece-Count Verification – Select if you want us to verify the number of pieces on your skids at both origin and destination.

FedEx International DirectDistribution Services	
Service	Commitment
FedEx® International DirectDistribution Air Solutions	<p>Direct-delivery air shipments</p> <p>Use this solution to consolidate multiple packages or shipments from one origin and move them directly to multiple delivery addresses in another country. Direct shipping to customer locations allows you to bypass costly distribution centers. Plus, you benefit from streamlined customs clearance — shipments clear as one customs entry — and shipment visibility from origin to destination. Delivery typically in 3 to 10 business days from departure at origin to final delivery address. Delivery from Asia, Europe and select locations in Latin America to multiple destination delivery addresses in the U.S., Canada and Puerto Rico. Not all services are available in Canada and Puerto Rico.</p> <p>FedEx Trade Networks will coordinate final delivery by FedEx Express, FedEx Ground, FedEx Home Delivery®, FedEx SmartPost®, FedEx Freight or FedEx Custom Critical.</p>
FedEx® International DirectDistribution Surface Solutions	<p>Direct-delivery surface shipments within North America</p> <ul style="list-style-type: none"> • U.S. to Canada – FedEx International DirectDistribution Surface Solutions (U.S. to Canada) is a drop-ship service that may save you money on your consolidated shipments to Canada. You arrange for a bulk delivery to a FedEx Ground hub in Canada. FedEx Ground breaks down the consolidation and delivers individual shipments to the final destination. Delivery in 1 to 5 business days from the FedEx Ground hub in Canada. Delivery from the U.S. to 100 percent of Canada. • Canada or Mexico to the U.S. – Ship a consolidated shipment across the border to multiple recipients using FedEx Express or your own carrier. Once your shipment arrives in the U.S., you can choose from FedEx Express, FedEx Ground or FedEx Freight (Mexico only) services for final delivery in the U.S. Delivery typically in 1 to 6 business days. Delivery from Canada and Mexico to the U.S. FedEx Trade Networks will coordinate final delivery in the U.S. by FedEx Express, FedEx Ground or FedEx Freight.
FedEx® International DirectDistribution Ocean Solutions	<p>Direct-delivery ocean shipments</p> <p>Take advantage of end-to-end ocean solutions that enable you to ship directly to customer locations, bypass distribution centers, reduce overall distribution costs and cut up to 3 weeks off typical transit times. Delivery typically 17¹ to 30 business days from Asia and 17¹ to 23 business days from Europe. Delivery from Asia, Europe and select locations in Latin America to multiple destination delivery addresses in the U.S., Canada and Puerto Rico. Not all services are available in Canada and Puerto Rico. FedEx Trade Networks will coordinate final delivery by FedEx Express, FedEx Ground, FedEx Home Delivery, FedEx SmartPost, FedEx Freight or FedEx Custom Critical.</p> <p>¹Certain restrictions apply.</p>

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FedEx Express U.S. Freight Services	
Services	Commitment
FedEx SameDay® Freight	Door-to-door within hours, depending upon availability. Available 7 days a week; 365 days a year.
FedEx SameDay® City	Door-to-door delivery within hours depending on availability, 365 days a year, 7 days a week. Available within 20 major U.S. metro areas. Delivery is available between select ZIP codes within 25 miles of the city center. Loose packages or palletized freight. Unlimited total shipment weight.

FedEx Express U.S. Freight Services	
Services	Commitment
FedEx Expedited Freight Services	<p>FedEx Expedited Freight Services allows customers to quickly and easily evaluate the surface and air shipping options available from FedEx Express, FedEx Freight and FedEx Custom Critical in order to select the best solution. Call FedEx Expedited Freight Services at 1.866.274.6115, and we'll take your specific shipping requirements and advise you of the applicable services that can meet your needs. You can then choose the best option for that specific transaction.</p> <ul style="list-style-type: none"> • Most services provided within the FedEx network, brought to you by FedEx Express, FedEx Freight and FedEx Custom Critical. • Solutions range from exclusive-use vehicles and aircraft to premium air freight and time-definite LTL. • You choose the FedEx solution that best meets your needs. • Solutions to and from the border.
FedEx First Overnight® Freight	Next-business-day delivery by 9 or 10:30 a.m. to most primary service area ZIP codes.
FedEx 1Day® Freight	Next-business-day delivery by 10:30 a.m. for most shipments; by noon for many others. Available Monday through Friday with Saturday delivery available to many major markets for an additional charge.
FedEx 2Day® Freight	Delivery by noon in 2 business days for most shipments. Available Monday through Friday with Saturday delivery available to many major markets for an additional charge.
FedEx 3Day® Freight	Delivery by 3 p.m. in 3 business days for most shipments. Available Monday through Friday.

Information is current as of March 2011, and is subject to change without notice. Depending on destination ZIP code, delivery commitments may vary. Please refer to the delivery commitment chart at fedex.com/us/services/expressfreight/us/commitments.html for complete details. For additional terms and conditions, including package dimension and weight restrictions, please refer to the FedEx Service Guide in effect at the time of shipment.

FedEx Express International Freight Services	
Services	Commitment
FedEx International Next Flight	<ul style="list-style-type: none"> • Export – Within hours between major cities worldwide, 24 hours a day, depending on flight availability. From the U.S. to more than 220 countries and territories. • Import – Inbound delivery to U.S. customers from more than 220 countries and territories on the fastest available flight.
FedEx International Premium™	Priority, time-definite service when you are shipping controlled items, dangerous goods, and consolidated shipments using the FedEx IATA (023) Air Waybill or IATA Neutral Air Waybill. Delivery in 1, 2 or 3 business days to more than 30 countries.
FedEx Expedited Freight Services	<p>FedEx Expedited Freight Services allows customers to quickly and easily evaluate the surface and air shipping options available from FedEx Express, FedEx Freight and FedEx Custom Critical in order to select the best solution. Call FedEx Expedited Freight Services at 1.866.274.6115, and we'll take your specific shipping requirements and advise you of the applicable services that can meet your needs. You can then choose the best option for that specific transaction.</p> <ul style="list-style-type: none"> • Most services provided within the FedEx network, brought to you by FedEx Express, FedEx Freight and FedEx Custom Critical. • Solutions range from exclusive-use vehicles and aircraft to premium air freight and time-definite LTL. • You choose the FedEx solution that best meets your needs. • Solutions to and from the border.

FedEx Express International Freight Services	
Services	Commitment
FedEx International Priority® Freight	<ul style="list-style-type: none"> Export – Time-definite delivery typically in 1, 2 or 3 business days to most major world markets. From the U.S. to more than 130 countries and territories. Import – Time-definite delivery typically in 1, 2 or 3 business days. To the U.S. from more than 105 countries and territories.
FedEx International Economy® Freight	<ul style="list-style-type: none"> Export – Time-definite delivery typically within 5 business days (typically 2 or 3 business days to Canada, Mexico and Puerto Rico). Flexible pickup and delivery options are available. From the U.S. to more than 130 countries and territories, including Canada. Import – Time-definite delivery from Canada and Puerto Rico to the U.S. typically in 2 or 3 business days. Time-definite delivery from Mexico and key Asian, Latin American and European markets to the U.S. typically within 5 business days.
FedEx International Express Freight® (IXF)	Airport-to-airport delivery, typically in 2 to 3 business days.
FedEx International Airport-to-Airport SM (ATA)	Airport-to-airport delivery typically in 3 to 5 business days.

Information is current as of March 2011, and is subject to change without notice. Depending on destination, some delivery commitments may vary. For additional terms and conditions, including package dimension and weight restrictions, please refer to the FedEx Service Guide or Conditions of Carriage from the country of origin in effect at the time of shipment

FedEx Express Service Options	
Service Option*	Description
FedEx Express Multiweight® Pricing	<p>With U.S. multiweight pricing, multiple-piece shipments traveling from one origin to one destination, and totaling 100 lbs. or more (200 lbs or more for FedEx Express Saver) are rated on a price-per-package basis and on a price-per-total-shipment-weight basis. You are charged the lower of the two rates. A 15-lb. average minimum package weight for the shipment applies.</p> <p>With international multiweight pricing, multiple-piece shipments traveling from one origin to one destination are rated on a price-per-total-shipment-weight basis. Per-pound rates apply if the total shipment weight is 100 lbs. or more.</p> <p>Single-piece shipments weighing more than 100 lbs. may also be subject to multiweight pricing.</p>
Saturday Service	Saturday pickup and delivery available in the majority of U.S. cities and in selected international locations.
Hold at FedEx Location	A free service that allows recipients to pick up shipments from a FedEx location — FedEx Office Print & Ship Center SM , and FedEx Office SM Ship Center, and FedEx World Service Center® locations. Or, if the shipment is already on its way, you can request a redirect to an eligible FedEx location in the delivery area of the original destination address. If you include the recipient's telephone number in your documentation, we'll try to contact the recipient after the package arrives at our facility. A government-issued photo ID is required to pick up packages. For Redirect to Hold shipments, the address on the package must match that on the photo ID. Available throughout the U.S. and for certain international shipments.
FedEx Collect on Delivery (C.O.D.)	FedEx C.O.D. Service option is available within the U.S. FedEx tries to contact your recipient before delivery so that payment is ready. Your customer can pay by personal check, money order, cashier's check, company check, official check or certified check. We return payment to you the next business day via FedEx Standard Overnight® (where available; otherwise FedEx 2Day®).

FedEx Express Service Options	
Service Option*	Description
Dangerous Goods shipping	FedEx Express is a world leader in the transport of dangerous goods and has specialists on staff to assist with dangerous goods questions. Shipments with dangerous goods MUST be tendered to FedEx Express in accordance with current International Air Transport Association (IATA) regulations for air transport and the FedEx Express Terms and Conditions. This is required regardless of the routing and whether the shipment ends up physically moving by air transportation, ground transportation, or a combination of these. Call our free Dangerous Goods Hotline at 1.800.GoFedEx (1.800.463.3339) and say "dangerous goods." Transportation available with the majority of our domestic and international services.
Charter of a FedEx aircraft (domestic and international)	When you have oversize cargo or need the use of an entire airplane, contact FedEx Charters. Commodities we've shipped include exotic animals, musical stage productions, satellites and racecars on worldwide circuits. Charters available in the U.S. and overseas for one-time or long-term use.
Declared Value Exception	This service allows eligible customers to declare a value up to \$50,000 on jewelry, gemstones, and precious metals (normally limited to \$1,000 on most FedEx Express Packages). Available for shipments within the U.S., including Hawaii and Alaska. Also available to some international destinations.
FedEx International Controlled Export	This service option is a fast, reliable way to get your controlled exports where they need to be with the convenience of customs-cleared, door-to-door delivery and the reliability of a time-definite commitment. This option is available for goods moving under a U.S. State Department (DSP) license or under the U.S. Drug Enforcement (DEA) export permits 36, 236 and 486, and in-bond shipments moving under a transportation and exportation (customs form CF7512) from a foreign trade zone or bonded warehouse.
FedEx Signature Proof of Delivery	On fedex.com, select Obtain Signature Proof of Delivery from the Track tab to see the signature image online or have it faxed free of charge. (A FedEx account number is required to get complete proof-of-delivery information.) Or call 1.800.463.3339 to request this information via fax (or for a fee, delivered to you via FedEx Standard Overnight® envelope).
Multiple Piece Shipments	Multiple-piece shipments can be sent to all points that we serve in the U.S. and in international locations. Shipments use the same service, bill-to instructions, packaging type and delivery instructions; shipments move together on the same day from one sender to one recipient and meet all size, weight and acceptance guidelines for the selected service. Individual packages in a multiple-piece shipment may have different weights, dimensions and declared value.
International Broker Select	FedEx International Broker Select enables the sender or recipient to designate a specific customs broker other than FedEx (or our designated broker) when shipping to selected countries using FedEx International Priority®, FedEx International Economy®, FedEx International Ground®, FedEx International Priority® Freight or FedEx International Economy® Freight. Available to more than 120 countries.
FedEx Delivery Signature Options	Indirect Signature Required – FedEx will obtain a signature from someone at the delivery address; or from a neighbor, building manager or someone at a neighboring address; or the recipient can sign a FedEx door tag authorizing release of the package without anyone present. <ul style="list-style-type: none"> • Direct Signature Required – FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery. Direct Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses. • Adult Signature Required – FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. If no eligible recipient is at the address, FedEx will reattempt delivery. Adult Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses.

FedEx Express Service Options	
Service Option*	Description
FedEx Return Solutions	<p>FedEx offers a variety of solutions to help you manage returns. Choose from options available with FedEx Express package and freight services. These return solutions are available within all 50 states.</p> <ul style="list-style-type: none"> • FedEx Return Labels – FedEx return labels provide a convenient way to manage returns. Labels can be printed from your computer, shipping system, or preprinted by FedEx. • FedEx Return Tags – FedEx return tags are an easy way for your customers to return packages. FedEx provides the label to the return shipper at pickup. • FedEx Return System – FedEx provides a simple and economical way to return packages via a convenient network of shipping locations.

Information is current as of March 2011, and is subject to change without notice.

** A fee is associated with some options. Please refer to the FedEx Service Guide in effect at the time of shipment for information on fees, terms and conditions.*

FedEx Ground

Wielding its fleet of more than 22,000 motorized vehicles and the expertise of its more than 65,000 employees and independent contractors, FedEx Ground offers cost-effective, reliable shipping services to business and residential addresses via a network of 32 hubs.

The following charts provide overviews of FedEx Ground services and options:

FedEx Ground U.S. Services	
Services	Commitment
FedEx Ground	Delivery in 1 to 5 business days within the contiguous U.S.; 3 to 7 business days to and from Alaska and Hawaii. Monday through Friday. Delivery is by the end of the business day.
FedEx Home Delivery®	Delivery in 1 to 5 business days in the contiguous U.S. and 3 to 7 business days to and from Alaska and Hawaii. Deliveries are made between 9 a.m. to 8 p.m. Tuesday through Saturday.
FedEx SmartPost	Delivery in 2 to 8 days based on the distance to your destination (longer time-in-transit for shipment outside the contiguous 48 states), Monday through Saturday. Based on your average daily shipping volume, FedEx SmartPost offers a customized solution: We pick up (or accept drop shipments), provide line haul and deliver your packages to a USPS facility for final delivery by a postal carrier. Coverage to 100% of U.S., including service to Alaska and Hawaii, Puerto Rico, Guam, U.S. Virgin Islands, all U.S. territories, P.O. boxes, and military APO/FPO destinations. Contract only service.

Information is current as of March 2011, and is subject to change without notice. Refer to the FedEx Service Guide in effect at the time of shipment for terms and conditions, including package dimension and weight restrictions.

FedEx Ground International Services	
Services	Commitment
FedEx International Ground	<ul style="list-style-type: none"> • Export – Delivery typically in 2 to 7 business days. From the U.S. to 100 percent of Canada. • Import – Delivery available from Canada to the U.S. in 2 to 7 business days. Delivery is by end of the business day. Monday through Friday.

FedEx Ground International Services	
Services	Commitment
FedEx SmartPost® International	A cross-border solution for shipping low-weight residential packages from the U.S. to Canada that includes pickup and linehaul, comprehensive customs clearance, and intra-Canada residential delivery. Service is available to all residential addresses in Canada, including P.O. boxes. Delivery in 3 to 14 business days, Monday through Friday, based on the distance to your destination. Contract only basis.

Information is current as of March 2011, and is subject to change without notice. Refer to the FedEx Service Guide in effect at the time of shipment for terms and conditions, including package dimension and weight restrictions.

FedEx Ground Service Options	
Services	Description
FedEx Ground Multiweight	Combine packages for a multiweight rate. Pricing is based on the combined weight of your packages. Available in the U.S. and Canada. Multiple-piece shipments with a total weight of 200 lbs. or more can qualify (150 lbs. or more for Canada). For shipments moving to the same destination on the same day. Contract only service.
FedEx Ground COLLECT	With this payment option, you are invoiced directly for inbound shipments without giving suppliers your FedEx account number. You stay in control of your inbound shipping costs by avoiding charges added by your suppliers
FedEx Ground C.O.D. (Collect on Delivery)	FedEx Ground C.O.D. enables you to extend new payment options to your customers. You have three ways to get your money — and we are the only ground carrier that accepts cash: <ul style="list-style-type: none"> • Choose Currency C.O.D. if you want us to collect cash from your recipient (additional fee applies). • Choose Guaranteed Funds C.O.D. if you want us to collect payment in the form of certified check, money order or cashier's check. • Choose Regular C.O.D. if you want us to collect any form of payment (cash, guaranteed funds, company or personal check).
FedEx Ground E.C.O.D. (Electronic C.O.D.)	FedEx Ground E.C.O.D. gives you fast payment return because the money is deposited in your bank account within 24 to 48 hours after delivery, whichever you choose. Paperless payment transfer results in reduced paperwork for you. Available in the U.S. You receive a timely remittance report with full details.
Hazardous Materials Shipping	You can ship many types of hazardous materials throughout the U.S. (excluding Alaska and Hawaii) via FedEx Ground. If you have questions, or would like a copy of the FedEx Ground Shipping Hazardous Materials Guide, contact our experts at the Dangerous Goods/Hazardous Materials Hotline — call 1.800.GoFedEx (1.800.463.3339) and say "hazardous materials."
FedEx Delivery Signature Options	<ul style="list-style-type: none"> • Indirect Signature Required – FedEx will obtain a signature from someone at the delivery address; or from a neighbor, building manager or someone at a neighboring address; or the recipient can sign a FedEx door tag authorizing release of the package without anyone present. • Direct Signature Required – FedEx will obtain a signature from someone at the delivery address. If no one is at the address, FedEx will reattempt delivery. Direct Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses. • Adult Signature Required – FedEx will obtain a signature from someone at least 21 years old (government-issued photo identification required) at the delivery address. If no eligible recipient is at the address, FedEx will reattempt delivery. Adult Signature Required overrides any recipient release that may be on file for deliveries to nonresidential addresses.

FedEx Ground Service Options	
Services	Description
FedEx Return Solutions	<p>FedEx offers a variety of solutions to help you manage returns. Choose from options available with FedEx Ground services. These return solutions are available within all 50 states.</p> <ul style="list-style-type: none"> • FedEx Return Labels – FedEx return labels provide a convenient way to manage returns. Labels can be printed from your computer, shipping system, or preprinted by FedEx. • FedEx Return Tags – FedEx return tags are an easy way for your customers to return packages. FedEx provides the label to the return shipper at pickup. • FedEx Return System – FedEx provides a simple and economical way to return packages via a convenient network of shipping locations.
FedEx SmartPost® Returns	<p>Create and send an e-mail return label to your customer to print. Your customer can then apply this prepaid label to the package as needed and drop it off at the nearest post office or postal collection box, or in their own mailbox. Or customers can go to www.usps.gov/pickup to request a free package pickup by the USPS at their home or business address. No charges are assessed until the label is used. In addition, you and your customer can track the status of the return shipment online.</p> <p>Contract-only service.</p>
FedEx Date Certain Home Delivery	<p>Delivery on a specific date you select, Tuesday through Saturday, provided the date is not before the standard delivery time and is within two weeks after it.</p>
FedEx Evening Home Delivery	<p>Delivery between 5 and 8 p.m. on the scheduled date of delivery.</p>
FedEx Appointment Home Delivery	<p>We contact the recipient in advance to arrange delivery on a specific date and by a scheduled time.</p>

Information is current as of March 2011, and is subject to change without notice. Refer to the FedEx Service Guide in effect at the time of shipment for terms and conditions, including package dimension and weight restrictions. USPS is a registered trademark of the United States Postal Service.

**Western States Contract Alliance (WSCA)
Master Price Agreement MA 454**

MASTER PRICE AGREEMENT DIGEST -- FedEx

THIS IS A NEW WSCA PRICE AGREEMENT FOR SMALL PACKAGE DELIVERY SERVICES. NEW PRICING BECOMES EFFECTIVE ON 8/28/2011.

ESTABLISHMENT OF NEW ACCOUNT NUMBERS

Our FedEx Account Manager who will be working with Participating States as our general contact is:

Elaine Heath
World Wide Account Manger
Fed Ex Services
Voice Mail: 800-448-9961 Mail Box 3320
E-mail: elaine.heath@fedex.com

****For customer service, tracking, tracing, claims, general information call 800-GO-FEDEX**

****For Government Account Service (Billing, New Account set up) call 800-645-9424**

Note: A Participating Addendum must be in place with your state prior to establishing a new account number (s) and use of WSCA carrier rates.

CARRIER PRICING OPTIONS

I. Single National Carrier Pricing – This pricing option will apply to Participating State/Entities who elect to use FedEx as their single national carrier only. Features:

- Rates are 3% lower than multi-state carrier rates offered to states choosing to sign PAs with another interstate carrier.
- Rates are Full Money Back Guarantee (MBG)
- 100% waiver on all pick up fees.
- 7% cap on Fuel Surcharge FedEx Express and FedEx Ground across all pricing options offered in this response, i.e. domestic and international shipping.
- 2011 Service Guide frozen through August 27, 2012.
- Annual increase based upon CPI with a 2% minimum.

Note: FedEx reserves the right to modify pricing from Single National Carrier rates to Multiple Interstate Carrier rates if it is determined the State signed multiple interstate Participating Addenda under WSCA. The intent of FedEx by offering these two pricing proposals is to offer better value to those Participating States who choose to continue using WSCA FedEx as their sole national provider under WSCA.

II. **Multiple National Carrier Pricing** -- This pricing option will apply to Participating State/Entities who elect to sign PA's with both national carriers (FedEx and UPS) awarded WSCA Master Price Agreements: Features:

- Rates are 3% higher than the Single Interstate Carrier rates.
- No Money Back Guarantee (NBG)
- 7% cap on Fuel Surcharge
- 100% waiver on all pick up fees.
- 2011 Service Guide frozen through August 27, 2012.
- Annual increase based upon CPI with a 4% minimum.

This Master Price Agreement Digest is not intended to be an exhaustive review of the full WSCA contract. The intent is to assist qualified state users with PA implementation and the ongoing operations process.

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
PARTICIPATING ADDENDUM (PA)
FOR SMALL PACKAGE DELIVERY SERVICES**

Between

The State of Idaho and FedEx Corporate Services, Inc., as agent for Federal Express Corporation and FedEx Ground System, Inc. (collectively, "FedEx").

This Participating Addendum (PA) will add the State of Idaho as a Participating State to purchase from the WSCA Master Price Agreement, Number MA 454 with FedEx.

1. **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 WSCA Master Price Agreement. These public agencies include 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 laws 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.

2. **Changes:** Effective date of rates: August 28, 2011 (Participating Addendum Effective Date).
Type of rates selected: Non-MBG (Multiple National Carrier Pricing)
3. **Primary Contact:** The primary state government contact for this participating addendum is as follows:

Contact:	Frank Pierce
State/Political Entity:	State of Idaho, Dept of Administration Division of Purchasing
Address:	650 W State Street, Room B-15
City, State, Zip:	Boise, ID 83720-0075
Phone:	208-332-1605
Fax:	208-327-7320
Email:	frank.pierce@adm.idaho.gov

4. **Contract Number:** The contract number for the Participating State is PADD1085.
5. **Participating State Modifications or Additions to Master Price Agreement:**

Parties to this Participating Addendum: The parties to this Participating Addendum (PA) are FedEx (Contractor) and the State of Idaho by and through this statutory agent, the Division of Purchasing within the Department of Administration (State) on behalf of the entities identified in the titled "scope" of this Participating Addendum (Procuring Agencies)

Applicable Law: Notwithstanding (Order of Precedence) the WSCA Master Price Agreement No. 454, WSCA Terms and Conditions is supplemented with the following which shall apply to this PA:

The State of Idaho Contract PADD1085 and all purchase orders issued there under by procuring agencies shall be construed in accordance with, and governed by the laws of the State of Idaho. Except to the extent the provisions of the PA are clearly inconsistent therewith, the PA shall also be governed by the applicable provisions of the Idaho Uniform Commercial Code (IUCC). To the extent this PA entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the IUCC, except where deeming such services as "goods" would result in a clearly unreasonable interpretation. Any action to enforce the provisions of this PA shall be brought in state district court in Ada County, Boise, Idaho. In the event any term of this PA is held to be invalid or unenforceable by a court, the remaining terms of this PA will remain in force.

Idaho Administration Reporting and Fees: The Contractor agrees to provide quarterly utilization reports to the Idaho administrator in accordance with the following schedule:

<u>Period End</u>	<u>Report Date</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

The Contractor will submit quarterly reports to the Idaho Administrator. These reports shall include the gross Idaho sales, less returns, cancellations, and replacements, for the quarterly period subtotaled by procuring agency name within procuring agency state name. The report shall be accompanied with a check payable to the Treasurer, State of Idaho for an amount equal to 1.25% of the gross Idaho sales (less returns and credits) for the quarterly period. The State understands and agrees that Contractor will raise the WSCA Master Price Agreement prices by this amount. This report will be provided within forty-five (45) calendar days from the close of the calendar quarter.

6. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

This Participating Addendum and the WSCA Master Price Agreement, Number MA 454, (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 Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement 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 Price Agreement 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 Idaho

By: Frank Pierce

Name: FRANK PIERCE

Title: PURCHASING OFFICER

Date: JULY 19, 2011

FedEx Corporation

By: Linda Falch

Name: LINDA FALCH

Title: Worldwide Account Manager

Date: July 18, 2011