

MSA 5-05-98-01-Interim

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

Table with 2 rows: AGREEMENT NUMBER (5-05-98-01 Interim) and REGISTRATION NUMBER.

- 1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME: Department of General Services - Procurement Division
CONTRACTOR'S NAME: Federal Express Services (FEDEX Services)
2. The term of this Agreement is: 4/11/2005 Through 12/31/2007
3. The maximum amount of this Agreement is: \$ N/A
4. The parties agree to comply with MSA 5-05-98-01 that includes the following consolidated terms and conditions, and exhibits, which are by this reference made a part of the Agreement.

Table listing exhibits and page counts: Exhibit A (2 pages), Exhibit B* (5 pages), Exhibit C* (4 pages), Terms and Conditions (5 pages), Express Pricing (22 pages), Ground Pricing - High Volume Shippers (5 pages), Ground Pricing (5 pages), Automation Agreement (3 page).

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR section: Federal Express Services (FEDEX Services), signed by Theresa Rubinoff. STATE OF CALIFORNIA section: Department of General Services - Procurement Division, signed by Rita Hamilton, Deputy Director. Includes a checkbox for 'Exempt per:'.

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TERMS AND CONDITIONS

1. This Agreement applies to eligible packages tendered by the Customer at all U.S. 48 states origin shipping locations as mutually approved in writing by the California State and Local Governmental Agencies and FED EX to destinations listed in the FED EX Rate and Service Guide. Only locations and account numbers designated by California State and Local Governmental Agencies and FED EX and verified by FedEx will receive applicable discounts and receive revenue credit. Shipping Locations may be added to or deleted from this Agreement only by mutual written consent. To add or move a location, Customer(s) must give a seven (7) day written notification to their FED EX Worldwide Account Manager in order to receive the rates of this agreement.

Customer may have a customized Domestic Express Freight pricing program. Please refer to the applicable contract for specific pricing and contract terms. Customer's express Special Program(s) pricing is expiring and is replaced with the pricing identified herein.

2. Customer(s) agree to provide FED EX with daily shipping record documentation as specified by FED EX, including gross charges for packages shipped. If a Customer cannot supply FED EX with the daily gross package charges, charges will be based on a calculation of total volume tendered (less service offerings subject to incentive, e.g. Multiweight) multiplied by Customer's average package charge, as determined by FED EX.
3. Within thirty (30) days after award notification the State of California - DGS agrees to name FED EX as being a State Approved/Preferred Carrier.
4. FED EX will provide the following services to Customer during the life of this Agreement:
Assistance of:
 - Dedicated FED EX Worldwide Account Executive(s)
 - Business activity reports to DGS Transportation Department.

5. REPORTING REQUIREMENTS

The Contractor(s) shall deliver a summary report of each, "Participant's Total Monthly Activity Balance" to the Department of General Services (DGS) - Procurement Division (PD) - Transportation Management Unit (TMU) no later than the 30th calendar day of the following month of the summary closing date. Each line of the report should summarize the billing information for each agency or customer utilizing a Std. 213 for services contracted or a comparable local government document and the associated summaries. The following report information is requested:

- a. Contractor shall remit a monthly report to the DGS-PD-TMU for services performed under this contract. The monthly reports shall be submitted no later than the 30th Calendar day of the following month, and contain the following information:
 1. **Customer Name** (department, agency, city, county, school district, etc.)
 2. **Service Level** (department, agency, city, county, school district, etc.)
 3. **Total Quantity** (department, agency, city, county, school district, etc.)
 4. **Total Weight** (department, agency, city, county, school district, etc.)
 5. **Total Gross Amount USD**
 6. **Total Net Amount USD**
 7. **Destination Country Name**
 8. **Total Contractor payment for DGS-PD-TMU Administrative fee**

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- b. Contractor shall remit an annual report to the DGS–PD-TMU for services performed under this contract. The annual report shall be submitted no later than the 30th of January of each year, and shall contain all of the information in the monthly reports with the additional following information:
1. **Zones** (To and From)
 2. **Freight Collect** shipments
 3. **Subtotal sorted by Customer Name and Service Level**
 4. **Grand total of Quantity**
 5. **Grand Total of Gross Amount USD sorted by Service Level**
 6. **Grand Total of Net Amount USD sorted by Service Level**
 7. **Grand Total for Contractor payment for DGS-PD-TMU Administrative fee**
- c. Contractor shall provide monthly reporting in an electronic file with tab-delimited text accessible in Microsoft Word, Excel or Access.

COPIES OF ANY/ALL DOCUMENTS AND ADDITIONAL REPORTS THAT PERTAIN TO THIS CONTRACT WHEN REQUESTED BY THE CONTRACT ADMINISTRATOR SHALL BE PROVIDED TO THE STATE OF CALIFORNIA, DGS–PD–TMU.

6. Customer agrees to comply with all letter weight restrictions required under the Private Express Statute.
7. FED EX and Customer(s) agree that the rates, terms and conditions of this Agreement may not be extended or resold to any third party without prior written consent of FED EX.
8. Customer agrees to supply FED EX with a hard copy summary manifest at the time that the packages are tendered to FED EX for shipment and provide FED EX with Timely Upload of electronic Package Level Detail (“PLD”) in a form acceptable to FED EX. PLD includes, but is not limited to, consignee’s full name, complete delivery address, package weight and zone, and other specific package information that may be required from time to time by FED EX. Timely Upload is defined as the electronic transmission of PLD to FED EX at the time the packages are tendered to FED EX. Customer agrees to provide electronically generated labels on all packages tendered to FED EX in conformity with the terms of the FedEx Service Guide in effect at the time of shipment. Customer further agrees that all shipping locations will at all times use a FED EX Online or online compatible shipping solution that is approved and authorized by FED EX as such. In the event an authorized shipping location’s computer is inoperable, a FED EX-approved manual label may be affixed to a package(s).
9. With the exception of FED EX’s right to assign some or all of this Agreement to its affiliates or subsidiaries, this Agreement and the Customer’s rights and obligations hereunder are not assignable or transferable. Any attempted assignment or transfer hereof without the prior written consent of FED EX shall be void and without force or effect.
10. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions between the parties within thirty (30) days of first entering into such discussions or as otherwise mutually agreed upon by the parties, then either party may initiate litigation in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the final decision.
11. This Agreement, its Attachments, the FED EX Service Guide and the FED EX Tariff in effect at the time of shipment, which are incorporated herein by reference, contain all the terms and conditions agreed to by the parties and supersede any prior agreements between the parties with respect to FED EX transportation services. The FED EX Rate and Service Guide and Tariff are maintained at local FED EX offices and on the Web at <http://www.fedex.com>. In the event of any ambiguity or conflict between the State of California – Carrier Agreement 5-05-98-01 and the FED EX Rate(s), Service Guides and Tariff in effect at the time of shipping, the State of California – Carrier Agreement 5-05-98-01 shall take precedence.

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12. This contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract. See attached 4 pages of General Terms and Conditions (GTC) 304 and 5 pages of Contractor Certification Clauses (CCC) 304.
13. This agreement will remain in effect from the term stated on the Standard (Std.) 213 unless the Customer provides a thirty (30) day written notification of termination to FED EX. This Agreement may be amended or terminated by either party for any reason upon thirty (30) days prior written notice to the other party.
14. At the termination date of this Agreement, the State of California – DGS and FED EX upon mutual agreement may extend this Agreement for two additional years on a yearly basis approval or on a month-to-month basis, subject to all rate increases in effect and thereafter.
15. In the event a Customer tenders packages, which substantially exceed the number of packages tendered on a previous twelve (12) month average for that location, FED EX, in its sole discretion, may: (1) accept or decline the shipment, (2) adjust incentives, and/or (3) suspend any performance standards for on-time delivery. FED EX shall use commercially reasonable efforts to accommodate such special shipments provided that Customer notifies FED EX in writing at least one (1) week in advance.
16. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
17. Except as otherwise provided herein, all notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing, submitted to the parties' addresses set forth above and given by personal service, (in which case notice shall be deemed effective on the date it is delivered); FED EX Priority Overnight (in which case notice shall be deemed effective one Business Day after dispatch); or United States certified mail, return receipt requested, postage prepaid, (in which case notice shall be deemed effective on the third Business Day following its placement in the mail). FED EX and Customer may change, from time to time, their named respective representatives and addresses for the purpose of this section by written notice each to the other as herein provided.
18. Customer further agrees that discounts do not apply to Additional Charges which are defined as those additional and accessorial charges set forth in the FED EX Service Guide in effect at the time of shipping, which are subject to change at any time.
19. All delivery rates shall remain the same for the first twelve (12) months of the contract whereby commencing upon the awarded contract date. FED EX shall be allowed to increase Customer's discounted rates in accordance with the percentage increase in the latest FED EX Tariff published rates. The annual percentage rate increase shall commence after the first twelve months and/or upon the awarded anniversary date. The State will use the verified Contractor provided escalation percentage to determine the escalated contract rate(s) for the subsequent twelve-month period. This will be calculated by using the current contract rate(s) multiplied by the escalation percentage, then adding that result to the current rate(s) to determine the new contract rate(s).
20. Price escalations will take effect on the first payment after the escalation is approved by the Department of General Services. Price declines shall be effective immediately upon any public notification of the decline.
Price Escalation
 - a. Prices shall be allowed to escalate with the published FED EX Tariff Rates schedule; however, only one price escalation shall be allowed within any twelve (12) month period.

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- b. No sooner than 300 days after of the award of the contract, or 300 days after the effective date wherein any price escalation was granted, the Contractor may petition to have the latest published Tariff rates of price percentage increase become the new basis of prices.

An Amendment will be issued to the MSA with the new rates effective no sooner than 30 days after the receipt of such a petition.

22. In billing Customer's shipments, FED EX will apply the established percentage discounts to the FED EX International Rate and Service Guide in effect at the time of shipping.
23. The applicable percentage of discounted rate will be from the standard FED EX Service Guide effective at the time of shipment. FED EX will apply the percentage discount rate to the transportation charges for every shipment that is billed to Customer.
24. The discount percentage rate will not apply to declared-value, accessories, custom brokerage, duties/taxes, or any other applicable per-package charges. These additional charges are explained in the FED EX Service Guide.
25. FED EX will apply the following percentage discount(s) to all letters and packages that Customer ships through these FED EX service options under the State of California service account number's. If a shipment's FED EX International Waybill does not indicate one of the specified account numbers, FED EX will not apply the percent of discount in billing Customer(s).
26. FED EX will bill the Customer weekly for International shipments and each statement will show the percent discount for each parcel shipped, as obtained from the FED EX International Waybill for that shipment.
27. A surcharge will apply for packages delivered to or from specific remote locations as stated in the FED EX Service Guide in effect at the time of shipping.
28. Customer is entitled to request refunds pursuant to the Money-Back Guarantee Policy provisions of the FedEx Service Guide for all FedEx Express services.
29. The current DGS administrative fee is set at 1.76% specified percentage of invoiced sales. The said administrative fee shall be added to the contractor billing and recovered from the participants requesting use of this contract. The Contractor is required to pay to DGS the recovered administrative fee in the form of a check payable to: Department of General Services, Procurement Division - Transportation Management. The Contractors must pay the assessed administrative fee, in a single check to the State of California within thirty days at the end of each calendar quarter plus include a report summary that substantiates the contract expenditures. Contractor will perform this service at no additional charge to DGS or participants.

The checks should be mailed to:

State of California – DGS
Procurement Division – Transportation Management
1700 National Drive
Sacramento, CA 95834-1965

DGS shall annually set the percentage for such administrative fee and shall notify Contractor of the percentage set each year. The administrative fee shall not increase by more than One (1) percent for the life of the contract. Contractor shall show said administrative fee as a separate line item on each Participants monthly invoice report. Payment of the administrative fee by the Contractor shall be made to DGS irrespective of reimbursement by each Participating State or Local Government Agency.

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EXPRESS PRICING

The pricing applies only to the following FedEx account number. Contact your FedEx representative to ensure your individual location's nine-digit account number is linked to the following national account representing the State of California's discounted rates:

Account(s) 7054

U.S. DOMESTIC EXPRESS

Pricing for U.S. Domestic Express services applies to U.S. payer FedEx accounts for shipments with a U.S. origin and a U.S. destination.

Domestic Freight pricing is subject to minimum charges, which are determined by FedEx and are subject to change upon 30 days notice.

Customer's Express pricing is set forth in the net rate attachment for the time period(s) specified below.

The following service(s) will be charged at the FedEx Service Guide rates in effect on the date of shipment:

- FedEx Same Day Service
- FedEx First Overnight Envelope
- FedEx First Overnight

U.S. EXPORT EXPRESS

Pricing for U.S. Export Express services applies to U.S. payer FedEx accounts for shipments with a U.S. origin and a non-U.S. destination.

Pricing is subject to minimum charges, which are determined by FedEx and are subject to change upon 30 days notice.

Base Discounts:

Discounts are stated as percentages and all minimums are stated as U.S. dollar amounts.

PR = Puerto Rico

PR Discounts at 154lbs. shall also apply to all weights greater than 154lbs. (and accepted by FedEx for the service) for the service identified.

Discounts are stated as percentages (%) off of base rates available on www.fedex.com. For assistance with an international services contact FedEx International Customer Service 800 247 4747.

FedEx International Priority Envelope

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
Envelope % off list rates	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	29.00
Minimum Charge \$	15.75	16.25	16.25	18.90	18.90	18.90	18.90	21.00	18.90	22.05	29.40	29.40	42.00	22.05	29.40	0.00

FedEx International Priority Pak

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
Pak (1-2 lbs.) % off list rates	49.0 0	5.0 0														
Minimum Charge \$	19.1 5	19.6 5	19.6 5	24.1 5	24.1 5	24.1 5	24.1 5	28.3 5	24.1 5	26.2 5	29.4 0	29.4 0	48.3 0	26.2 5	29.4 0	0.0 0

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FedEx International Priority

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
1-154 lbs. % off list rates	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	49.00	5.00
Minimum Charge \$	22.05	22.55	22.55	27.80	27.80	27.80	27.80	34.65	29.40	33.60	37.80	37.80	54.60	33.60	37.80	0.00

FedEx International Priority Heavyweight

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
155+ lbs. % off list rates	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Economy

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
1-154 lbs. % off list rates	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	13.00
Minimum Charge \$	18.90	20.70	19.35	22.20	22.20	21.35	21.35	27.95	21.70	24.90	28.05	28.05	40.75	25.10	28.00	0.00

FedEx International Economy Heavyweight

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
155+ lbs. % off list rates	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Priority Freight (ATA)

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Priority Freight (DTD,DTA,ATD)

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	13.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Economy Freight (ATA)

Zones =>	C	D	E	F	G	H	J	K	L	M	N	O
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

FedEx International Economy Freight (DTD,DTA,ATD)

Zones =>	C	D	E	F	G	H	J	K	L	M	N	O	PR
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	13.00
Minimum Charge \$	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

U.S. IMPORT AND NON-U.S. ORIGIN/DESTINATION INTERNATIONAL EXPRESS

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Pricing for U.S. Import Express services applies to U.S. payer FedEx accounts for shipments with a non-U.S. origin and a U.S. destination. Pricing for non-U.S. origin/destination Express services applies to U.S. payer FedEx accounts for shipments with a non-U.S. origin and a non-U.S. destination.

Pricing is subject to discount limitations and minimum charges that vary by the country of origin. The discount limitations and minimum charges are determined by FedEx and are subject to change upon 30 days notice. All pricing applies to the export rates for the country of origin.

FedEx published list rate for the specified accounts and services.

Base Discounts:

Discounts are stated as percentages and all minimums are stated as U.S. dollar amounts. PR = Puerto Rico PR Discounts at 154lbs. shall also apply to all weights greater than 154lbs. (and accepted by FedEx for the service) for the service identified. Notwithstanding any other term herein, the Base Rate for PR shall always be the Service Guide in effect on the date of shipment.

Discounts are stated as percentages (%) off of base rates available on www.fedex.com. For assistance with an international services contact FedEx International Customer Service 800 247 4747.

FedEx International Priority Envelope

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
Envelope % off list rates	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	29.00

FedEx International Priority Pak

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
Pak (1-2 lbs.) % off list rates	45.0 0	5.0 0														

FedEx International Priority

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
1-154 lbs. % off list rates	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	5.00

FedEx International Priority Heavyweight

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
155+ lbs. % off list rates	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00	42.00

FedEx International Economy

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
1-154 lbs. % off list rates	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	13.00

FedEx International Economy Heavyweight

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
155+ lbs. % off list rates	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00	38.00

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FedEx International Priority Freight (ATA)

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00

FedEx International Priority Freight (DTD,ATD,DTA)

Zones =>	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	PR
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	13.00

FedEx International Economy Freight (ATA)

Zones =>	C	D	E	F	G	H	J	K	L	M	N	O
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00

FedEx International Economy Freight (DTD,ATD,DTA)

Zones =>	C	D	E	F	G	H	J	K	L	M	N	O	PR
151+ lbs. % off list rates	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	43.00	13.00

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U.S. Domestic Express

FEDERAL EXPRESS CORPORATION
NET RATE ATTACHMENT

STATE GOVT OF CALIFORNIA

Term 1

FedEx Priority Overnight

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
Envelope	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$8.82	\$10.39	\$7.99
Pak 1	\$6.50	\$6.50	\$6.50	\$11.14	\$12.04	\$12.71	\$12.94	\$13.05	\$13.84	\$12.04
Pak 2	\$6.70	\$6.70	\$6.70	\$12.49	\$13.50	\$13.95	\$14.40	\$14.51	\$14.74	\$13.05
1	\$6.50	\$6.50	\$6.50	\$11.14	\$12.04	\$12.71	\$12.94	\$13.05	\$13.84	\$12.04
2	\$6.70	\$6.70	\$6.70	\$12.49	\$13.50	\$13.95	\$14.40	\$14.51	\$14.74	\$13.05
3	\$7.40	\$7.40	\$7.40	\$13.61	\$14.96	\$15.41	\$15.75	\$16.20	\$19.12	\$14.51
4	\$7.80	\$7.80	\$7.80	\$15.19	\$16.31	\$16.87	\$17.21	\$17.32	\$20.70	\$16.09
5	\$12.45	\$12.45	\$12.45	\$16.31	\$17.66	\$18.34	\$18.90	\$19.01	\$22.05	\$17.44
6	\$12.90	\$12.90	\$12.90	\$17.44	\$19.12	\$19.80	\$20.36	\$20.36	\$23.74	\$19.12
7	\$13.35	\$13.35	\$13.35	\$19.01	\$20.70	\$21.26	\$21.60	\$21.60	\$25.20	\$19.80
8	\$13.80	\$13.80	\$13.80	\$20.02	\$22.05	\$22.50	\$22.72	\$22.72	\$26.44	\$21.15
9	\$14.25	\$14.25	\$14.25	\$21.49	\$23.62	\$24.07	\$24.41	\$24.41	\$28.01	\$22.61
10	\$20.83	\$20.83	\$20.83	\$22.50	\$24.86	\$25.20	\$25.76	\$25.76	\$29.47	\$24.07
11	\$21.68	\$21.68	\$21.68	\$23.74	\$26.10	\$26.77	\$27.34	\$27.34	\$30.82	\$24.64
12	\$22.31	\$22.31	\$22.31	\$24.75	\$27.34	\$27.90	\$28.35	\$28.35	\$31.50	\$26.32
13	\$22.95	\$22.95	\$22.95	\$25.99	\$28.46	\$29.36	\$29.70	\$29.70	\$32.29	\$26.89
14	\$23.59	\$23.59	\$23.59	\$27.11	\$29.70	\$30.49	\$31.16	\$31.16	\$33.19	\$27.67
15	\$24.44	\$24.44	\$24.44	\$28.35	\$30.71	\$31.50	\$32.40	\$32.40	\$34.20	\$28.46
16	\$25.08	\$25.08	\$25.08	\$29.14	\$31.05	\$32.17	\$33.19	\$33.30	\$35.44	\$29.92
17	\$25.71	\$25.71	\$25.71	\$30.04	\$32.06	\$32.85	\$33.97	\$34.09	\$36.45	\$30.49
18	\$26.56	\$26.56	\$26.56	\$30.71	\$32.74	\$33.64	\$34.76	\$34.99	\$37.80	\$31.16
19	\$27.20	\$27.20	\$27.20	\$31.39	\$33.52	\$34.20	\$35.89	\$35.89	\$38.81	\$31.95
20	\$27.84	\$27.84	\$27.84	\$32.29	\$34.31	\$35.10	\$36.56	\$36.67	\$41.29	\$32.74
21	\$28.69	\$28.69	\$28.69	\$33.07	\$35.21	\$36.00	\$37.46	\$37.57	\$42.30	\$33.41
22	\$29.33	\$29.33	\$29.33	\$33.75	\$36.00	\$37.01	\$38.36	\$38.70	\$43.31	\$33.97
23	\$29.96	\$29.96	\$29.96	\$34.65	\$36.67	\$37.91	\$39.26	\$39.37	\$43.99	\$34.87
24	\$30.81	\$30.81	\$30.81	\$35.66	\$37.57	\$38.59	\$40.16	\$40.16	\$44.77	\$35.55
25	\$31.45	\$31.45	\$31.45	\$36.45	\$38.47	\$39.49	\$40.84	\$41.51	\$45.67	\$36.11
26	\$32.30	\$32.30	\$32.30	\$37.35	\$39.49	\$40.39	\$41.51	\$42.19	\$46.46	\$36.90
27	\$33.15	\$33.15	\$33.15	\$38.25	\$40.50	\$41.06	\$42.64	\$43.31	\$47.14	\$38.59
28	\$33.58	\$33.58	\$33.58	\$39.04	\$41.29	\$41.96	\$43.42	\$44.10	\$48.15	\$39.37
29	\$34.21	\$34.21	\$34.21	\$39.94	\$42.19	\$42.97	\$44.32	\$45.00	\$49.16	\$40.05
30	\$35.28	\$35.28	\$35.28	\$40.84	\$43.09	\$43.76	\$45.34	\$46.01	\$50.06	\$40.72
31	\$36.13	\$36.13	\$36.13	\$41.74	\$43.87	\$44.55	\$46.35	\$47.14	\$50.96	\$41.29
32	\$36.76	\$36.76	\$36.76	\$42.97	\$44.66	\$45.67	\$47.36	\$48.15	\$51.97	\$42.30
33	\$37.83	\$37.83	\$37.83	\$43.99	\$45.90	\$46.57	\$48.37	\$49.16	\$53.10	\$42.97
34	\$38.68	\$38.68	\$38.68	\$44.89	\$46.80	\$47.70	\$49.61	\$50.40	\$54.00	\$43.65
35	\$39.31	\$39.31	\$39.31	\$45.90	\$47.81	\$48.71	\$50.51	\$51.30	\$55.12	\$44.21
36	\$40.16	\$40.16	\$40.16	\$46.80	\$48.71	\$49.95	\$51.52	\$52.31	\$56.25	\$45.00
37	\$40.80	\$40.80	\$40.80	\$48.04	\$49.61	\$50.96	\$52.54	\$53.32	\$57.15	\$45.90

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Weight	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
38	\$41.44	\$41.44	\$41.44	\$48.82	\$50.51	\$51.97	\$53.77	\$54.67	\$58.27	\$46.57
39	\$42.08	\$42.08	\$42.08	\$49.72	\$51.64	\$53.10	\$54.79	\$55.69	\$59.40	\$47.25
40	\$42.71	\$42.71	\$42.71	\$50.51	\$52.76	\$54.11	\$55.91	\$56.81	\$60.52	\$47.81
41	\$43.35	\$43.35	\$43.35	\$51.64	\$53.77	\$55.01	\$57.15	\$58.05	\$61.76	\$48.82
42	\$43.99	\$43.99	\$43.99	\$52.54	\$54.67	\$56.25	\$58.27	\$59.17	\$62.77	\$49.39
43	\$44.84	\$44.84	\$44.84	\$53.32	\$55.57	\$57.26	\$59.40	\$60.30	\$63.67	\$50.06
44	\$45.69	\$45.69	\$45.69	\$54.34	\$56.70	\$58.16	\$60.30	\$61.20	\$64.91	\$50.74
45	\$46.75	\$46.75	\$46.75	\$55.12	\$57.71	\$59.29	\$61.20	\$62.10	\$66.04	\$51.52
46	\$47.60	\$47.60	\$47.60	\$56.02	\$58.61	\$60.30	\$62.32	\$63.34	\$66.94	\$52.31
47	\$48.45	\$48.45	\$48.45	\$56.92	\$59.74	\$61.09	\$63.22	\$64.24	\$68.06	\$52.99
48	\$49.30	\$49.30	\$49.30	\$57.82	\$60.75	\$62.32	\$64.35	\$65.36	\$68.85	\$53.55
49	\$49.73	\$49.73	\$49.73	\$58.61	\$61.87	\$63.22	\$65.25	\$66.26	\$70.42	\$54.22
50	\$50.58	\$50.58	\$50.58	\$59.62	\$62.77	\$64.24	\$66.26	\$67.27	\$71.44	\$55.35
51	\$51.64	\$51.64	\$51.64	\$60.30	\$64.01	\$65.25	\$67.39	\$68.40	\$72.67	\$56.02
52	\$52.49	\$52.49	\$52.49	\$61.20	\$65.02	\$66.49	\$68.51	\$69.52	\$73.91	\$56.81
53	\$53.55	\$53.55	\$53.55	\$62.21	\$65.92	\$67.61	\$69.75	\$70.87	\$75.15	\$57.49
54	\$54.40	\$54.40	\$54.40	\$63.00	\$67.27	\$68.74	\$71.21	\$72.34	\$76.27	\$58.61
55	\$55.25	\$55.25	\$55.25	\$63.90	\$68.17	\$70.09	\$72.22	\$73.35	\$77.29	\$59.40
56	\$56.31	\$56.31	\$56.31	\$64.80	\$69.19	\$71.21	\$73.69	\$74.81	\$78.64	\$60.19
57	\$57.38	\$57.38	\$57.38	\$65.81	\$70.20	\$72.22	\$74.81	\$75.94	\$79.87	\$61.09
58	\$58.44	\$58.44	\$58.44	\$66.82	\$71.44	\$73.46	\$76.16	\$77.29	\$81.34	\$62.10
59	\$59.29	\$59.29	\$59.29	\$67.84	\$72.45	\$74.70	\$77.51	\$78.75	\$82.57	\$62.77
60	\$60.56	\$60.56	\$60.56	\$69.07	\$73.80	\$76.16	\$78.97	\$80.21	\$83.92	\$63.56
61	\$61.63	\$61.63	\$61.63	\$70.20	\$74.81	\$77.29	\$80.32	\$81.56	\$85.50	\$65.02
62	\$63.11	\$63.11	\$63.11	\$71.32	\$76.05	\$78.64	\$81.90	\$83.14	\$86.96	\$66.04
63	\$64.18	\$64.18	\$64.18	\$72.34	\$77.29	\$79.99	\$83.47	\$84.71	\$88.42	\$67.16
64	\$65.45	\$65.45	\$65.45	\$73.80	\$78.64	\$81.45	\$84.82	\$86.17	\$89.89	\$68.40
65	\$66.30	\$66.30	\$66.30	\$74.92	\$79.99	\$82.69	\$86.17	\$87.52	\$91.35	\$69.41
66	\$67.58	\$67.58	\$67.58	\$76.39	\$81.34	\$84.15	\$87.75	\$89.10	\$92.59	\$70.54
67	\$68.64	\$68.64	\$68.64	\$77.62	\$82.46	\$85.61	\$88.99	\$90.34	\$94.05	\$71.77
68	\$70.13	\$70.13	\$70.13	\$78.75	\$83.70	\$86.96	\$90.34	\$91.69	\$95.51	\$72.79
69	\$71.40	\$71.40	\$71.40	\$79.76	\$85.05	\$88.31	\$91.57	\$92.92	\$97.09	\$74.02
70	\$72.89	\$72.89	\$72.89	\$81.00	\$86.17	\$89.55	\$93.04	\$94.50	\$98.44	\$75.26
71	\$74.16	\$74.16	\$74.16	\$82.24	\$87.64	\$91.12	\$94.27	\$95.74	\$99.90	\$76.39
72	\$75.01	\$75.01	\$75.01	\$83.36	\$88.76	\$92.81	\$95.96	\$97.42	\$101.47	\$77.51
73	\$76.50	\$76.50	\$76.50	\$84.60	\$90.34	\$94.27	\$97.65	\$99.11	\$102.71	\$78.64
74	\$77.78	\$77.78	\$77.78	\$85.95	\$91.35	\$95.85	\$99.22	\$100.69	\$104.06	\$79.76
75	\$79.05	\$79.05	\$79.05	\$87.07	\$92.70	\$97.20	\$100.69	\$102.26	\$105.75	\$80.89
76	\$80.33	\$80.33	\$80.33	\$88.20	\$93.82	\$98.55	\$102.26	\$103.84	\$107.21	\$82.01
77	\$81.81	\$81.81	\$81.81	\$89.55	\$95.40	\$99.79	\$103.72	\$105.30	\$108.56	\$83.25
78	\$83.09	\$83.09	\$83.09	\$90.79	\$96.86	\$101.02	\$105.07	\$106.65	\$110.02	\$84.37
79	\$84.36	\$84.36	\$84.36	\$92.25	\$98.21	\$102.49	\$106.54	\$108.11	\$111.60	\$85.61
80	\$85.85	\$85.85	\$85.85	\$93.26	\$99.67	\$104.06	\$108.00	\$109.69	\$112.95	\$86.62
81	\$87.13	\$87.13	\$87.13	\$94.50	\$100.91	\$105.30	\$109.46	\$111.15	\$114.52	\$87.75
82	\$88.61	\$88.61	\$88.61	\$95.85	\$102.15	\$106.65	\$110.81	\$112.50	\$116.89	\$88.99
83	\$90.10	\$90.10	\$90.10	\$96.97	\$103.39	\$108.00	\$112.39	\$114.07	\$118.12	\$90.00
84	\$91.16	\$91.16	\$91.16	\$98.21	\$104.85	\$109.35	\$113.96	\$115.65	\$119.36	\$91.24
85	\$92.44	\$92.44	\$92.44	\$99.56	\$106.09	\$110.47	\$115.20	\$117.00	\$120.94	\$92.47
86	\$93.50	\$93.50	\$93.50	\$100.69	\$107.44	\$111.82	\$116.77	\$118.57	\$122.17	\$93.49
87	\$94.78	\$94.78	\$94.78	\$101.81	\$108.79	\$113.17	\$118.12	\$119.92	\$123.64	\$94.84

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Weight	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
89	\$97.11	\$97.11	\$97.11	\$104.40	\$111.26	\$116.10	\$120.49	\$122.29	\$126.45	\$96.97
90	\$98.18	\$98.18	\$98.18	\$105.41	\$112.61	\$117.45	\$121.72	\$123.52	\$128.02	\$98.21
91	\$99.45	\$99.45	\$99.45	\$106.76	\$114.19	\$118.69	\$123.30	\$125.21	\$130.39	\$99.22
92	\$100.73	\$100.73	\$100.73	\$108.00	\$115.31	\$120.15	\$124.54	\$126.45	\$131.96	\$100.35
93	\$102.00	\$102.00	\$102.00	\$109.24	\$116.66	\$121.61	\$126.11	\$128.02	\$133.42	\$101.70
94	\$103.06	\$103.06	\$103.06	\$110.25	\$118.12	\$123.19	\$127.80	\$129.71	\$135.00	\$102.71
95	\$104.55	\$104.55	\$104.55	\$111.60	\$119.36	\$124.31	\$129.04	\$130.95	\$136.46	\$103.95
96	\$105.61	\$105.61	\$105.61	\$112.50	\$120.49	\$125.66	\$130.39	\$132.41	\$137.81	\$105.07
97	\$106.89	\$106.89	\$106.89	\$113.74	\$121.50	\$126.67	\$131.74	\$133.76	\$139.16	\$106.09
98	\$107.74	\$107.74	\$107.74	\$114.86	\$122.85	\$128.14	\$133.09	\$135.11	\$140.40	\$107.32
99	\$109.01	\$109.01	\$109.01	\$115.99	\$123.86	\$129.15	\$134.21	\$136.24	\$141.86	\$108.00
100	\$109.65	\$109.65	\$109.65	\$117.00	\$125.00	\$130.00	\$135.00	\$137.70	\$142.65	\$108.00
101	\$110.75	\$110.75	\$110.75	\$118.17	\$126.25	\$131.30	\$136.35	\$139.08	\$144.08	\$109.08
102	\$111.84	\$111.84	\$111.84	\$119.34	\$127.50	\$132.60	\$137.70	\$140.45	\$145.50	\$110.16
103	\$112.94	\$112.94	\$112.94	\$120.51	\$128.75	\$133.90	\$139.05	\$141.83	\$146.93	\$111.24
104	\$114.04	\$114.04	\$114.04	\$121.68	\$130.00	\$135.20	\$140.40	\$143.21	\$148.36	\$112.32
105	\$115.13	\$115.13	\$115.13	\$122.85	\$131.25	\$136.50	\$141.75	\$144.58	\$149.78	\$113.40
106	\$116.23	\$116.23	\$116.23	\$124.02	\$132.50	\$137.80	\$143.10	\$145.96	\$151.21	\$114.48
107	\$117.33	\$117.33	\$117.33	\$125.19	\$133.75	\$139.10	\$144.45	\$147.34	\$152.64	\$115.56
108	\$118.42	\$118.42	\$118.42	\$126.36	\$135.00	\$140.40	\$145.80	\$148.72	\$154.06	\$116.64
109	\$119.52	\$119.52	\$119.52	\$127.53	\$136.25	\$141.70	\$147.15	\$150.09	\$155.49	\$117.72
110	\$120.62	\$120.62	\$120.62	\$128.70	\$137.50	\$143.00	\$148.50	\$151.47	\$156.91	\$118.80
111	\$121.71	\$121.71	\$121.71	\$129.87	\$138.75	\$144.30	\$149.85	\$152.85	\$158.34	\$119.88
112	\$122.81	\$122.81	\$122.81	\$131.04	\$140.00	\$145.60	\$151.20	\$154.22	\$159.77	\$120.96
113	\$123.90	\$123.90	\$123.90	\$132.21	\$141.25	\$146.90	\$152.55	\$155.60	\$161.19	\$122.04
114	\$125.00	\$125.00	\$125.00	\$133.38	\$142.50	\$148.20	\$153.90	\$156.98	\$162.62	\$123.12
115	\$126.10	\$126.10	\$126.10	\$134.55	\$143.75	\$149.50	\$155.25	\$158.35	\$164.05	\$124.20
116	\$127.19	\$127.19	\$127.19	\$135.72	\$145.00	\$150.80	\$156.60	\$159.73	\$165.47	\$125.28
117	\$128.29	\$128.29	\$128.29	\$136.89	\$146.25	\$152.10	\$157.95	\$161.11	\$166.90	\$126.36
118	\$129.39	\$129.39	\$129.39	\$138.06	\$147.50	\$153.40	\$159.30	\$162.49	\$168.33	\$127.44
119	\$130.48	\$130.48	\$130.48	\$139.23	\$148.75	\$154.70	\$160.65	\$163.86	\$169.75	\$128.52
120	\$131.58	\$131.58	\$131.58	\$140.40	\$150.00	\$156.00	\$162.00	\$165.24	\$171.18	\$129.60
121	\$132.68	\$132.68	\$132.68	\$141.57	\$151.25	\$157.30	\$163.35	\$166.62	\$172.61	\$130.68
122	\$133.77	\$133.77	\$133.77	\$142.74	\$152.50	\$158.60	\$164.70	\$167.99	\$174.03	\$131.76
123	\$134.87	\$134.87	\$134.87	\$143.91	\$153.75	\$159.90	\$166.05	\$169.37	\$175.46	\$132.84
124	\$135.97	\$135.97	\$135.97	\$145.08	\$155.00	\$161.20	\$167.40	\$170.75	\$176.89	\$133.92
125	\$137.06	\$137.06	\$137.06	\$146.25	\$156.25	\$162.50	\$168.75	\$172.12	\$178.31	\$135.00
126	\$138.16	\$138.16	\$138.16	\$147.42	\$157.50	\$163.80	\$170.10	\$173.50	\$179.74	\$136.08
127	\$139.26	\$139.26	\$139.26	\$148.59	\$158.75	\$165.10	\$171.45	\$174.88	\$181.17	\$137.16
128	\$140.35	\$140.35	\$140.35	\$149.76	\$160.00	\$166.40	\$172.80	\$176.26	\$182.59	\$138.24
129	\$141.45	\$141.45	\$141.45	\$150.93	\$161.25	\$167.70	\$174.15	\$177.63	\$184.02	\$139.32
130	\$142.55	\$142.55	\$142.55	\$152.10	\$162.50	\$169.00	\$175.50	\$179.01	\$185.44	\$140.40
131	\$143.64	\$143.64	\$143.64	\$153.27	\$163.75	\$170.30	\$176.85	\$180.39	\$186.87	\$141.48
132	\$144.74	\$144.74	\$144.74	\$154.44	\$165.00	\$171.60	\$178.20	\$181.76	\$188.30	\$142.56
133	\$145.83	\$145.83	\$145.83	\$155.61	\$166.25	\$172.90	\$179.55	\$183.14	\$189.72	\$143.64
134	\$146.93	\$146.93	\$146.93	\$156.78	\$167.50	\$174.20	\$180.90	\$184.52	\$191.15	\$144.72
135	\$148.03	\$148.03	\$148.03	\$157.95	\$168.75	\$175.50	\$182.25	\$185.89	\$192.58	\$145.80
136	\$149.12	\$149.12	\$149.12	\$159.12	\$170.00	\$176.80	\$183.60	\$187.27	\$194.00	\$146.88
137	\$150.22	\$150.22	\$150.22	\$160.29	\$171.25	\$178.10	\$184.95	\$188.65	\$195.43	\$147.96
138	\$151.32	\$151.32	\$151.32	\$161.46	\$172.50	\$179.40	\$186.30	\$190.03	\$196.86	\$149.04

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<u>Weight</u>	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
139	\$152.41	\$152.41	\$152.41	\$162.63	\$173.75	\$180.70	\$187.65	\$191.40	\$198.28	\$150.12
140	\$153.51	\$153.51	\$153.51	\$163.80	\$175.00	\$182.00	\$189.00	\$192.78	\$199.71	\$151.20
141	\$154.61	\$154.61	\$154.61	\$164.97	\$176.25	\$183.30	\$190.35	\$194.16	\$201.14	\$152.28
142	\$155.70	\$155.70	\$155.70	\$166.14	\$177.50	\$184.60	\$191.70	\$195.53	\$202.56	\$153.36
143	\$156.80	\$156.80	\$156.80	\$167.31	\$178.75	\$185.90	\$193.05	\$196.91	\$203.99	\$154.44
144	\$157.90	\$157.90	\$157.90	\$168.48	\$180.00	\$187.20	\$194.40	\$198.29	\$205.42	\$155.52
145	\$158.99	\$158.99	\$158.99	\$169.65	\$181.25	\$188.50	\$195.75	\$199.66	\$206.84	\$156.60
146	\$160.09	\$160.09	\$160.09	\$170.82	\$182.50	\$189.80	\$197.10	\$201.04	\$208.27	\$157.68
147	\$161.19	\$161.19	\$161.19	\$171.99	\$183.75	\$191.10	\$198.45	\$202.42	\$209.70	\$158.76
148	\$162.28	\$162.28	\$162.28	\$173.16	\$185.00	\$192.40	\$199.80	\$203.80	\$211.12	\$159.84
149	\$163.38	\$163.38	\$163.38	\$174.33	\$186.25	\$193.70	\$201.15	\$205.17	\$212.55	\$160.92
150	\$164.48	\$164.48	\$164.48	\$175.50	\$187.50	\$195.00	\$202.50	\$206.55	\$213.97	\$162.00
<u>Hundredweight/ Per Pound Rates</u>										
100-150	\$1.10	\$1.10	\$1.10	\$1.17	\$1.25	\$1.30	\$1.35	\$1.38	\$1.43	\$1.08
151-299	\$1.10	\$1.10	\$1.10	\$1.17	\$1.25	\$1.30	\$1.35	\$1.38	\$1.43	\$1.08
300-499	\$1.10	\$1.10	\$1.10	\$1.17	\$1.25	\$1.30	\$1.35	\$1.38	\$1.43	\$1.08
500-999	\$1.09	\$1.09	\$1.09	\$1.16	\$1.24	\$1.29	\$1.35	\$1.37	\$1.42	\$1.08
1000-1999	\$1.08	\$1.08	\$1.08	\$1.15	\$1.23	\$1.28	\$1.34	\$1.36	\$1.41	\$1.07
2000+	\$1.07	\$1.07	\$1.07	\$1.14	\$1.22	\$1.27	\$1.33	\$1.35	\$1.40	\$1.06

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U.S. Domestic Express

FEDERAL EXPRESS CORPORATION
NET RATE ATTACHMENT

STATE GOVT OF CALIFORNIA
Term 1

FedEx Standard Overnight

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>								
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>13-16</u>
Envelope	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$6.25	\$8.19	\$6.57
Pak 1	\$6.25	\$6.25	\$6.25	\$9.79	\$10.57	\$11.14	\$11.36	\$11.59	\$7.87
Pak 2	\$6.25	\$6.25	\$6.25	\$11.02	\$11.92	\$12.26	\$12.71	\$12.94	\$12.94
1	\$6.25	\$6.25	\$6.25	\$9.79	\$10.57	\$11.14	\$11.36	\$11.59	\$7.87
2	\$6.25	\$6.25	\$6.25	\$11.02	\$11.92	\$12.26	\$12.71	\$12.94	\$12.94
3	\$6.53	\$6.53	\$6.53	\$12.04	\$13.16	\$13.61	\$13.84	\$14.29	\$14.29
4	\$6.86	\$6.86	\$6.86	\$13.27	\$14.40	\$14.85	\$15.19	\$15.41	\$15.41
5	\$7.43	\$7.43	\$7.43	\$14.29	\$15.30	\$15.86	\$16.31	\$16.65	\$16.65
6	\$9.76	\$9.76	\$9.76	\$15.30	\$16.65	\$17.21	\$17.66	\$18.00	\$18.00
7	\$11.90	\$11.90	\$11.90	\$16.76	\$18.00	\$18.34	\$18.67	\$19.01	\$19.01
8	\$12.95	\$12.95	\$12.95	\$17.55	\$19.12	\$19.57	\$19.80	\$20.36	\$20.36
9	\$13.55	\$13.55	\$13.55	\$18.90	\$20.47	\$20.81	\$21.26	\$21.60	\$21.60
10	\$19.85	\$19.85	\$19.85	\$19.80	\$21.60	\$21.94	\$22.39	\$22.72	\$22.72
11	\$20.28	\$20.28	\$20.28	\$20.81	\$22.61	\$23.17	\$23.74	\$24.19	\$24.19
12	\$20.91	\$20.91	\$20.91	\$21.82	\$23.74	\$24.30	\$24.64	\$25.31	\$25.31
13	\$21.13	\$21.13	\$21.13	\$22.84	\$24.75	\$25.54	\$25.76	\$26.32	\$26.32
14	\$21.76	\$21.76	\$21.76	\$23.85	\$25.76	\$26.55	\$27.11	\$27.67	\$27.67
15	\$22.61	\$22.61	\$22.61	\$24.97	\$26.66	\$27.34	\$28.12	\$28.69	\$28.69
16	\$23.04	\$23.04	\$23.04	\$25.65	\$27.00	\$28.01	\$28.91	\$29.59	\$29.59
17	\$23.89	\$23.89	\$23.89	\$26.44	\$27.90	\$28.57	\$29.59	\$30.37	\$30.37
18	\$24.53	\$24.53	\$24.53	\$27.00	\$28.46	\$29.25	\$30.26	\$31.05	\$31.05
19	\$25.16	\$25.16	\$25.16	\$27.56	\$29.14	\$29.70	\$31.27	\$31.95	\$31.95
20	\$25.59	\$25.59	\$25.59	\$29.14	\$31.05	\$32.06	\$33.19	\$33.75	\$33.75
21	\$26.23	\$26.23	\$26.23	\$29.81	\$31.72	\$32.74	\$33.86	\$34.42	\$24.07
22	\$27.08	\$27.08	\$27.08	\$30.71	\$32.51	\$33.41	\$34.65	\$35.32	\$24.75
23	\$27.50	\$27.50	\$27.50	\$31.39	\$33.30	\$34.09	\$35.55	\$36.11	\$25.09
24	\$28.14	\$28.14	\$28.14	\$32.17	\$34.31	\$34.87	\$36.45	\$37.01	\$25.99
25	\$28.78	\$28.78	\$28.78	\$32.85	\$35.10	\$35.89	\$37.35	\$37.91	\$26.55
26	\$29.41	\$29.41	\$29.41	\$33.64	\$35.89	\$36.67	\$38.25	\$38.81	\$27.34
27	\$29.84	\$29.84	\$29.84	\$34.65	\$36.67	\$37.80	\$39.04	\$39.71	\$28.12
28	\$30.69	\$30.69	\$30.69	\$35.44	\$37.80	\$38.47	\$40.16	\$40.84	\$29.14
29	\$31.33	\$31.33	\$31.33	\$36.11	\$38.47	\$39.15	\$40.84	\$41.51	\$29.92
30	\$31.75	\$31.75	\$31.75	\$36.79	\$39.15	\$40.27	\$41.51	\$42.30	\$30.82
31	\$32.39	\$32.39	\$32.39	\$37.91	\$40.27	\$41.06	\$42.19	\$42.97	\$31.27
32	\$33.03	\$33.03	\$33.03	\$38.59	\$41.06	\$41.74	\$43.09	\$43.76	\$31.72
33	\$33.66	\$33.66	\$33.66	\$39.26	\$41.74	\$42.64	\$43.99	\$44.66	\$32.40
34	\$34.09	\$34.09	\$34.09	\$40.39	\$42.64	\$43.42	\$44.89	\$45.56	\$32.74
35	\$34.94	\$34.94	\$34.94	\$41.17	\$43.42	\$44.32	\$45.79	\$46.69	\$33.07
36	\$35.58	\$35.58	\$35.58	\$41.96	\$44.32	\$45.45	\$46.80	\$47.59	\$33.52

MSA 5-05-98-01-Interim

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>								
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>13-16</u>
37	\$36.21	\$36.21	\$36.21	\$42.86	\$45.34	\$46.24	\$48.04	\$48.82	\$34.09
38	\$36.85	\$36.85	\$36.85	\$43.76	\$46.12	\$47.02	\$48.94	\$49.72	\$34.65
39	\$37.70	\$37.70	\$37.70	\$44.55	\$46.91	\$48.15	\$49.95	\$50.74	\$35.44
40	\$38.34	\$38.34	\$38.34	\$45.56	\$48.15	\$49.16	\$50.85	\$51.64	\$36.67
41	\$38.98	\$38.98	\$38.98	\$46.46	\$49.16	\$50.06	\$51.97	\$52.76	\$37.35
42	\$39.61	\$39.61	\$39.61	\$47.36	\$50.17	\$51.19	\$52.99	\$53.77	\$38.47
43	\$40.25	\$40.25	\$40.25	\$48.15	\$51.30	\$52.20	\$54.00	\$54.90	\$39.49
44	\$40.89	\$40.89	\$40.89	\$48.94	\$52.20	\$52.99	\$55.01	\$55.91	\$40.05
45	\$41.53	\$41.53	\$41.53	\$49.95	\$52.87	\$54.00	\$55.80	\$56.70	\$40.61
46	\$42.16	\$42.16	\$42.16	\$50.62	\$53.89	\$54.90	\$56.81	\$57.71	\$41.96
47	\$43.01	\$43.01	\$43.01	\$51.41	\$54.79	\$55.80	\$57.71	\$58.61	\$42.52
48	\$43.65	\$43.65	\$43.65	\$52.42	\$55.46	\$56.81	\$58.50	\$59.40	\$43.65
49	\$44.29	\$44.29	\$44.29	\$53.10	\$56.47	\$57.49	\$59.74	\$60.64	\$44.10
50	\$44.93	\$44.93	\$44.93	\$53.89	\$57.37	\$58.27	\$60.64	\$61.54	\$45.22
51	\$45.56	\$45.56	\$45.56	\$54.67	\$58.16	\$59.51	\$61.76	\$62.77	\$46.35
52	\$46.41	\$46.41	\$46.41	\$55.35	\$59.17	\$60.41	\$62.77	\$63.79	\$47.02
53	\$47.26	\$47.26	\$47.26	\$56.25	\$60.19	\$61.42	\$63.79	\$64.80	\$48.26
54	\$47.90	\$47.90	\$47.90	\$57.04	\$61.09	\$62.44	\$65.02	\$66.04	\$48.71
55	\$48.75	\$48.75	\$48.75	\$57.71	\$62.32	\$63.34	\$66.15	\$67.16	\$49.39
56	\$49.60	\$49.60	\$49.60	\$58.39	\$63.11	\$64.69	\$67.05	\$68.06	\$50.17
57	\$50.66	\$50.66	\$50.66	\$59.51	\$64.01	\$65.81	\$67.95	\$68.96	\$50.85
58	\$51.73	\$51.73	\$51.73	\$60.30	\$65.14	\$67.05	\$69.30	\$70.42	\$51.64
59	\$52.58	\$52.58	\$52.58	\$60.97	\$66.15	\$68.17	\$70.31	\$71.44	\$52.20
60	\$53.43	\$53.43	\$53.43	\$62.32	\$67.05	\$69.41	\$71.66	\$72.79	\$52.99
61	\$54.28	\$54.28	\$54.28	\$63.11	\$67.95	\$70.54	\$73.24	\$74.36	\$53.89
62	\$55.55	\$55.55	\$55.55	\$64.35	\$69.19	\$71.55	\$74.47	\$75.71	\$54.90
63	\$56.40	\$56.40	\$56.40	\$65.36	\$70.09	\$72.67	\$76.05	\$77.17	\$55.91
64	\$57.46	\$57.46	\$57.46	\$66.37	\$71.32	\$74.02	\$77.17	\$78.41	\$56.81
65	\$58.31	\$58.31	\$58.31	\$67.61	\$72.34	\$75.15	\$78.64	\$79.87	\$57.49
66	\$59.38	\$59.38	\$59.38	\$68.62	\$73.69	\$76.61	\$79.76	\$81.00	\$58.50
67	\$60.23	\$60.23	\$60.23	\$69.64	\$74.70	\$77.62	\$81.11	\$82.35	\$59.40
68	\$61.29	\$61.29	\$61.29	\$70.65	\$76.16	\$78.86	\$82.35	\$83.59	\$60.41
69	\$62.35	\$62.35	\$62.35	\$71.66	\$77.17	\$80.10	\$83.70	\$84.94	\$61.09
70	\$63.63	\$63.63	\$63.63	\$72.67	\$78.41	\$81.56	\$85.05	\$86.40	\$62.21
71	\$64.90	\$64.90	\$64.90	\$73.69	\$79.42	\$82.80	\$86.17	\$87.52	\$63.00
72	\$65.96	\$65.96	\$65.96	\$74.81	\$80.77	\$84.04	\$87.75	\$89.10	\$63.90
73	\$66.81	\$66.81	\$66.81	\$76.16	\$82.12	\$85.50	\$89.21	\$90.56	\$65.02
74	\$68.09	\$68.09	\$68.09	\$77.17	\$83.25	\$86.96	\$90.56	\$91.91	\$65.92
75	\$69.15	\$69.15	\$69.15	\$78.41	\$84.60	\$88.20	\$91.69	\$93.26	\$66.82
76	\$70.21	\$70.21	\$70.21	\$79.42	\$85.72	\$89.55	\$93.26	\$94.72	\$67.50
77	\$71.49	\$71.49	\$71.49	\$80.66	\$86.96	\$90.79	\$94.50	\$95.96	\$68.62
78	\$72.55	\$72.55	\$72.55	\$81.90	\$88.09	\$92.14	\$95.85	\$97.31	\$69.52
79	\$73.40	\$73.40	\$73.40	\$83.02	\$89.21	\$93.37	\$97.09	\$98.55	\$70.31
80	\$74.46	\$74.46	\$74.46	\$84.15	\$90.56	\$94.84	\$98.44	\$99.90	\$71.10
81	\$75.74	\$75.74	\$75.74	\$85.50	\$91.91	\$95.96	\$99.67	\$101.25	\$72.11
82	\$77.23	\$77.23	\$77.23	\$86.62	\$93.15	\$97.42	\$101.14	\$102.71	\$73.12
83	\$78.29	\$78.29	\$78.29	\$87.75	\$94.16	\$98.66	\$102.49	\$104.06	\$74.02
84	\$79.14	\$79.14	\$79.14	\$88.76	\$95.40	\$99.90	\$103.61	\$105.19	\$75.04
85	\$80.41	\$80.41	\$80.41	\$90.11	\$96.64	\$101.02	\$104.74	\$106.31	\$75.94
86	\$81.26	\$81.26	\$81.26	\$91.12	\$98.10	\$102.15	\$105.86	\$107.44	\$76.61

MSA 5-05-98-01-Interim

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>								
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>13-16</u>
87	\$82.11	\$82.11	\$82.11	\$92.36	\$99.22	\$103.27	\$107.21	\$108.90	\$77.62
88	\$82.96	\$82.96	\$82.96	\$93.49	\$100.46	\$104.51	\$108.45	\$110.14	\$78.64
89	\$84.24	\$84.24	\$84.24	\$94.72	\$101.59	\$105.64	\$109.69	\$111.37	\$79.65
90	\$85.09	\$85.09	\$85.09	\$95.62	\$102.60	\$106.76	\$111.15	\$112.84	\$80.21
91	\$85.94	\$85.94	\$85.94	\$96.52	\$103.72	\$108.00	\$112.39	\$114.07	\$81.45
92	\$87.00	\$87.00	\$87.00	\$97.65	\$104.96	\$109.46	\$113.74	\$115.42	\$81.90
93	\$88.28	\$88.28	\$88.28	\$98.66	\$106.09	\$110.70	\$114.97	\$116.77	\$83.02
94	\$89.13	\$89.13	\$89.13	\$99.79	\$107.32	\$111.82	\$116.32	\$118.12	\$83.59
95	\$90.19	\$90.19	\$90.19	\$100.91	\$108.45	\$112.72	\$117.56	\$119.36	\$84.15
96	\$91.68	\$91.68	\$91.68	\$101.92	\$109.69	\$113.96	\$118.57	\$120.37	\$84.82
97	\$92.53	\$92.53	\$92.53	\$102.71	\$110.59	\$115.09	\$119.70	\$121.50	\$85.27
98	\$93.38	\$93.38	\$93.38	\$103.61	\$111.71	\$116.32	\$120.82	\$122.62	\$85.84
99	\$94.44	\$94.44	\$94.44	\$104.40	\$112.84	\$117.67	\$122.06	\$123.86	\$86.29
100	\$94.65	\$94.65	\$94.65	\$105.00	\$114.00	\$118.00	\$123.00	\$125.55	\$86.85
101	\$95.58	\$95.58	\$95.58	\$106.05	\$115.14	\$119.18	\$124.23	\$126.81	\$87.72
102	\$96.50	\$96.50	\$96.50	\$107.10	\$116.28	\$120.36	\$125.46	\$128.06	\$88.59
103	\$97.43	\$97.43	\$97.43	\$108.15	\$117.42	\$121.54	\$126.69	\$129.32	\$89.46
104	\$98.36	\$98.36	\$98.36	\$109.20	\$118.56	\$122.72	\$127.92	\$130.57	\$90.32
105	\$99.28	\$99.28	\$99.28	\$110.25	\$119.70	\$123.90	\$129.15	\$131.83	\$91.19
106	\$100.21	\$100.21	\$100.21	\$111.30	\$120.84	\$125.08	\$130.38	\$133.08	\$92.06
107	\$101.14	\$101.14	\$101.14	\$112.35	\$121.98	\$126.26	\$131.61	\$134.34	\$92.93
108	\$102.06	\$102.06	\$102.06	\$113.40	\$123.12	\$127.44	\$132.84	\$135.59	\$93.80
109	\$102.99	\$102.99	\$102.99	\$114.45	\$124.26	\$128.62	\$134.07	\$136.85	\$94.67
110	\$103.92	\$103.92	\$103.92	\$115.50	\$125.40	\$129.80	\$135.30	\$138.10	\$95.53
111	\$104.84	\$104.84	\$104.84	\$116.55	\$126.54	\$130.98	\$136.53	\$139.36	\$96.40
112	\$105.77	\$105.77	\$105.77	\$117.60	\$127.68	\$132.16	\$137.76	\$140.62	\$97.27
113	\$106.69	\$106.69	\$106.69	\$118.65	\$128.82	\$133.34	\$138.99	\$141.87	\$98.14
114	\$107.62	\$107.62	\$107.62	\$119.70	\$129.96	\$134.52	\$140.22	\$143.13	\$99.01
115	\$108.55	\$108.55	\$108.55	\$120.75	\$131.10	\$135.70	\$141.45	\$144.38	\$99.88
116	\$109.47	\$109.47	\$109.47	\$121.80	\$132.24	\$136.88	\$142.68	\$145.64	\$100.75
117	\$110.40	\$110.40	\$110.40	\$122.85	\$133.38	\$138.06	\$143.91	\$146.89	\$101.61
118	\$111.33	\$111.33	\$111.33	\$123.90	\$134.52	\$139.24	\$145.14	\$148.15	\$102.48
119	\$112.25	\$112.25	\$112.25	\$124.95	\$135.66	\$140.42	\$146.37	\$149.40	\$103.35
120	\$113.18	\$113.18	\$113.18	\$126.00	\$136.80	\$141.60	\$147.60	\$150.66	\$104.22
121	\$114.11	\$114.11	\$114.11	\$127.05	\$137.94	\$142.78	\$148.83	\$151.92	\$105.09
122	\$115.03	\$115.03	\$115.03	\$128.10	\$139.08	\$143.96	\$150.06	\$153.17	\$105.96
123	\$115.96	\$115.96	\$115.96	\$129.15	\$140.22	\$145.14	\$151.29	\$154.43	\$106.83
124	\$116.89	\$116.89	\$116.89	\$130.20	\$141.36	\$146.32	\$152.52	\$155.68	\$107.69
125	\$117.81	\$117.81	\$117.81	\$131.25	\$142.50	\$147.50	\$153.75	\$156.94	\$108.56
126	\$118.74	\$118.74	\$118.74	\$132.30	\$143.64	\$148.68	\$154.98	\$158.19	\$109.43
127	\$119.67	\$119.67	\$119.67	\$133.35	\$144.78	\$149.86	\$156.21	\$159.45	\$110.30
128	\$120.59	\$120.59	\$120.59	\$134.40	\$145.92	\$151.04	\$157.44	\$160.70	\$111.17
129	\$121.52	\$121.52	\$121.52	\$135.45	\$147.06	\$152.22	\$158.67	\$161.96	\$112.04
130	\$122.45	\$122.45	\$122.45	\$136.50	\$148.20	\$153.40	\$159.90	\$163.21	\$112.90
131	\$123.37	\$123.37	\$123.37	\$137.55	\$149.34	\$154.58	\$161.13	\$164.47	\$113.77
132	\$124.30	\$124.30	\$124.30	\$138.60	\$150.48	\$155.76	\$162.36	\$165.73	\$114.64
133	\$125.22	\$125.22	\$125.22	\$139.65	\$151.62	\$156.94	\$163.59	\$166.98	\$115.51
134	\$126.15	\$126.15	\$126.15	\$140.70	\$152.76	\$158.12	\$164.82	\$168.24	\$116.38
135	\$127.08	\$127.08	\$127.08	\$141.75	\$153.90	\$159.30	\$166.05	\$169.49	\$117.25
136	\$128.00	\$128.00	\$128.00	\$142.80	\$155.04	\$160.48	\$167.28	\$170.75	\$118.12

MSA 5-05-98-01-Interim

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>								
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>13-16</u>
137	\$128.93	\$128.93	\$128.93	\$143.85	\$156.18	\$161.66	\$168.51	\$172.00	\$118.98
138	\$129.86	\$129.86	\$129.86	\$144.90	\$157.32	\$162.84	\$169.74	\$173.26	\$119.85
139	\$130.78	\$130.78	\$130.78	\$145.95	\$158.46	\$164.02	\$170.97	\$174.51	\$120.72
140	\$131.71	\$131.71	\$131.71	\$147.00	\$159.60	\$165.20	\$172.20	\$175.77	\$121.59
141	\$132.64	\$132.64	\$132.64	\$148.05	\$160.74	\$166.38	\$173.43	\$177.03	\$122.46
142	\$133.56	\$133.56	\$133.56	\$149.10	\$161.88	\$167.56	\$174.66	\$178.28	\$123.33
143	\$134.49	\$134.49	\$134.49	\$150.15	\$163.02	\$168.74	\$175.89	\$179.54	\$124.20
144	\$135.42	\$135.42	\$135.42	\$151.20	\$164.16	\$169.92	\$177.12	\$180.79	\$125.06
145	\$136.34	\$136.34	\$136.34	\$152.25	\$165.30	\$171.10	\$178.35	\$182.05	\$125.93
146	\$137.27	\$137.27	\$137.27	\$153.30	\$166.44	\$172.28	\$179.58	\$183.30	\$126.80
147	\$138.20	\$138.20	\$138.20	\$154.35	\$167.58	\$173.46	\$180.81	\$184.56	\$127.67
148	\$139.12	\$139.12	\$139.12	\$155.40	\$168.72	\$174.64	\$182.04	\$185.81	\$128.54
149	\$140.05	\$140.05	\$140.05	\$156.45	\$169.86	\$175.82	\$183.27	\$187.07	\$129.41
150	\$140.98	\$140.98	\$140.98	\$157.50	\$171.00	\$177.00	\$184.50	\$188.32	\$130.27
<u>Hundredweight/ Per Pound Rates</u>									
100-150	\$0.99	\$0.99	\$0.99	\$1.05	\$1.14	\$1.18	\$1.23	\$1.26	\$0.87
151-299	\$0.99	\$0.99	\$0.99	\$1.05	\$1.14	\$1.18	\$1.23	\$1.26	\$0.87
300-499	\$0.99	\$0.99	\$0.99	\$1.05	\$1.14	\$1.18	\$1.23	\$1.26	\$0.87
500-999	\$0.99	\$0.99	\$0.99	\$1.04	\$1.13	\$1.17	\$1.22	\$1.25	\$0.86
1000-1999	\$0.98	\$0.98	\$0.98	\$1.03	\$1.12	\$1.17	\$1.21	\$1.24	\$0.85
2000+	\$0.97	\$0.97	\$0.97	\$1.03	\$1.12	\$1.16	\$1.21	\$1.23	\$0.84

MSA 5-05-98-01-Interim

U.S. Domestic Express

FEDERAL EXPRESS CORPORATION
NET RATE ATTACHMENT

STATE GOVT OF CALIFORNIA
Term 1

FedEx 2Day

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
1	\$5.20	\$5.20	\$5.20	\$5.91	\$6.50	\$6.89	\$7.08	\$11.05	\$15.14	\$7.02
2	\$5.20	\$5.20	\$5.20	\$6.37	\$7.60	\$8.19	\$8.32	\$12.22	\$16.05	\$7.21
3	\$5.20	\$5.20	\$5.20	\$7.15	\$8.71	\$9.03	\$9.36	\$14.95	\$16.70	\$8.45
4	\$5.20	\$5.20	\$5.20	\$8.25	\$9.62	\$10.33	\$10.66	\$15.47	\$17.42	\$9.81
5	\$5.20	\$5.20	\$5.20	\$9.10	\$10.92	\$11.44	\$12.09	\$16.18	\$18.07	\$10.85
6	\$5.58	\$5.58	\$5.58	\$9.94	\$12.09	\$12.87	\$13.65	\$17.03	\$18.98	\$12.22
7	\$5.88	\$5.88	\$5.88	\$10.85	\$13.65	\$14.30	\$15.08	\$17.74	\$19.82	\$13.45
8	\$6.18	\$6.18	\$6.18	\$11.83	\$14.82	\$15.79	\$16.51	\$18.65	\$20.80	\$14.82
9	\$6.48	\$6.48	\$6.48	\$12.67	\$16.38	\$17.22	\$18.00	\$19.95	\$21.90	\$15.47
10	\$10.74	\$10.74	\$10.74	\$13.58	\$17.55	\$18.65	\$19.43	\$21.58	\$22.75	\$16.38
11	\$11.21	\$11.21	\$11.21	\$14.43	\$18.85	\$19.95	\$20.73	\$22.88	\$23.40	\$17.03
12	\$11.88	\$11.88	\$11.88	\$15.27	\$20.15	\$21.25	\$21.97	\$23.72	\$24.31	\$17.74
13	\$12.64	\$12.64	\$12.64	\$16.18	\$21.25	\$22.29	\$23.27	\$24.50	\$25.02	\$18.39
14	\$13.30	\$13.30	\$13.30	\$17.16	\$22.29	\$23.40	\$24.31	\$25.15	\$26.00	\$19.11
15	\$13.78	\$13.78	\$13.78	\$17.81	\$23.40	\$24.44	\$25.41	\$26.32	\$27.43	\$20.15
16	\$14.06	\$14.06	\$14.06	\$18.33	\$24.44	\$25.74	\$26.52	\$27.23	\$28.92	\$20.80
17	\$14.54	\$14.54	\$14.54	\$19.24	\$25.54	\$27.04	\$27.75	\$28.27	\$30.16	\$21.58
18	\$15.01	\$15.01	\$15.01	\$19.89	\$27.04	\$28.27	\$29.38	\$29.90	\$31.33	\$22.23
19	\$15.49	\$15.49	\$15.49	\$20.73	\$28.14	\$29.77	\$30.68	\$31.20	\$32.95	\$22.88
20	\$16.15	\$16.15	\$16.15	\$21.64	\$29.25	\$31.00	\$31.78	\$32.30	\$34.12	\$23.59
21	\$16.91	\$16.91	\$16.91	\$22.36	\$30.48	\$32.30	\$33.21	\$33.73	\$35.68	\$25.15
22	\$17.39	\$17.39	\$17.39	\$23.01	\$31.59	\$33.60	\$34.51	\$35.10	\$37.05	\$25.87
23	\$17.86	\$17.86	\$17.86	\$23.66	\$32.89	\$34.71	\$35.81	\$36.40	\$38.28	\$26.71
24	\$18.34	\$18.34	\$18.34	\$24.57	\$33.93	\$36.14	\$37.05	\$37.63	\$39.65	\$27.43
25	\$18.81	\$18.81	\$18.81	\$25.41	\$35.03	\$37.24	\$38.35	\$39.00	\$41.01	\$28.14
26	\$19.29	\$19.29	\$19.29	\$26.26	\$36.14	\$38.48	\$39.39	\$40.04	\$42.38	\$28.92
27	\$19.95	\$19.95	\$19.95	\$27.17	\$37.05	\$39.39	\$40.62	\$41.27	\$43.61	\$29.83
28	\$20.71	\$20.71	\$20.71	\$27.82	\$38.09	\$40.49	\$41.92	\$42.64	\$45.17	\$30.48
29	\$21.19	\$21.19	\$21.19	\$28.47	\$39.00	\$41.60	\$43.03	\$43.74	\$46.41	\$31.20
30	\$21.66	\$21.66	\$21.66	\$29.38	\$40.10	\$42.70	\$44.33	\$45.04	\$47.58	\$31.85
31	\$22.14	\$22.14	\$22.14	\$30.09	\$41.40	\$43.94	\$45.43	\$46.15	\$49.01	\$32.63
32	\$22.61	\$22.61	\$22.61	\$30.74	\$42.51	\$45.24	\$46.86	\$47.64	\$50.31	\$33.60
33	\$23.28	\$23.28	\$23.28	\$31.39	\$43.81	\$46.54	\$48.16	\$48.94	\$51.54	\$34.25
34	\$23.75	\$23.75	\$23.75	\$32.50	\$44.85	\$47.97	\$49.40	\$50.18	\$52.91	\$35.03
35	\$24.23	\$24.23	\$24.23	\$33.15	\$45.95	\$49.01	\$50.70	\$51.54	\$54.34	\$35.88
36	\$24.70	\$24.70	\$24.70	\$33.86	\$46.86	\$50.31	\$51.93	\$52.78	\$55.51	\$36.53
37	\$25.18	\$25.18	\$25.18	\$34.71	\$48.16	\$51.54	\$53.23	\$54.08	\$57.07	\$37.44
38	\$25.65	\$25.65	\$25.65	\$35.42	\$49.27	\$52.84	\$54.47	\$55.38	\$58.24	\$38.09
39	\$26.41	\$26.41	\$26.41	\$36.07	\$50.31	\$54.08	\$55.70	\$56.61	\$59.67	\$38.80
40	\$27.08	\$27.08	\$27.08	\$36.92	\$51.54	\$55.18	\$56.81	\$57.72	\$61.03	\$39.45

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<u>Weight</u>	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
41	\$27.84	\$27.84	\$27.84	\$37.63	\$52.65	\$56.48	\$58.11	\$59.02	\$62.27	\$40.36
42	\$28.31	\$28.31	\$28.31	\$38.35	\$53.75	\$57.78	\$59.41	\$60.38	\$63.63	\$41.21
43	\$28.79	\$28.79	\$28.79	\$39.00	\$54.66	\$58.89	\$60.51	\$61.49	\$65.19	\$42.05
44	\$29.26	\$29.26	\$29.26	\$39.65	\$55.70	\$59.93	\$61.75	\$62.72	\$66.36	\$42.77
45	\$29.93	\$29.93	\$29.93	\$40.23	\$56.81	\$61.03	\$62.66	\$63.70	\$67.60	\$43.48
46	\$30.40	\$30.40	\$30.40	\$40.88	\$57.91	\$62.27	\$64.15	\$65.19	\$68.96	\$44.13
47	\$30.88	\$30.88	\$30.88	\$41.40	\$59.02	\$63.76	\$65.39	\$66.43	\$70.52	\$44.78
48	\$31.64	\$31.64	\$31.64	\$42.05	\$60.12	\$64.87	\$66.43	\$67.47	\$71.69	\$45.69
49	\$32.11	\$32.11	\$32.11	\$42.83	\$61.03	\$66.10	\$67.73	\$68.83	\$73.12	\$46.54
50	\$32.59	\$32.59	\$32.59	\$43.48	\$62.14	\$67.21	\$68.83	\$69.94	\$74.49	\$47.38
51	\$33.06	\$33.06	\$33.06	\$44.13	\$63.37	\$68.31	\$69.94	\$71.04	\$75.92	\$48.16
52	\$33.54	\$33.54	\$33.54	\$45.17	\$64.35	\$69.35	\$71.24	\$72.41	\$77.48	\$48.81
53	\$34.20	\$34.20	\$34.20	\$45.89	\$65.39	\$70.46	\$72.08	\$73.25	\$78.84	\$49.66
54	\$34.68	\$34.68	\$34.68	\$46.60	\$66.30	\$71.56	\$73.19	\$74.36	\$80.21	\$50.31
55	\$35.44	\$35.44	\$35.44	\$47.38	\$67.40	\$72.67	\$74.29	\$75.46	\$81.38	\$51.09
56	\$35.91	\$35.91	\$35.91	\$48.16	\$68.31	\$73.97	\$75.59	\$76.83	\$82.81	\$51.74
57	\$36.39	\$36.39	\$36.39	\$48.81	\$69.35	\$75.20	\$77.02	\$78.26	\$84.37	\$52.39
58	\$36.86	\$36.86	\$36.86	\$49.66	\$70.65	\$76.24	\$78.13	\$79.36	\$85.60	\$53.62
59	\$37.34	\$37.34	\$37.34	\$50.50	\$71.76	\$77.54	\$79.43	\$80.73	\$86.90	\$54.34
60	\$37.81	\$37.81	\$37.81	\$51.22	\$72.67	\$78.84	\$80.40	\$81.70	\$88.33	\$54.99
61	\$38.48	\$38.48	\$38.48	\$51.93	\$73.77	\$79.95	\$81.70	\$83.00	\$89.50	\$55.70
62	\$39.43	\$39.43	\$39.43	\$52.71	\$74.81	\$81.38	\$83.13	\$84.43	\$90.93	\$56.61
63	\$39.90	\$39.90	\$39.90	\$53.49	\$75.92	\$82.61	\$84.69	\$86.06	\$92.62	\$57.26
64	\$40.66	\$40.66	\$40.66	\$54.14	\$77.02	\$83.91	\$85.86	\$87.23	\$94.05	\$58.24
65	\$41.14	\$41.14	\$41.14	\$54.99	\$78.13	\$85.21	\$87.42	\$88.85	\$95.22	\$59.02
66	\$41.61	\$41.61	\$41.61	\$55.83	\$79.43	\$86.32	\$88.85	\$90.28	\$96.78	\$59.99
67	\$42.09	\$42.09	\$42.09	\$56.74	\$80.40	\$87.55	\$90.15	\$91.58	\$98.28	\$60.71
68	\$42.56	\$42.56	\$42.56	\$57.72	\$81.70	\$88.85	\$91.32	\$92.75	\$99.51	\$61.62
69	\$43.23	\$43.23	\$43.23	\$58.82	\$82.81	\$90.15	\$92.88	\$94.38	\$101.07	\$62.59
70	\$43.70	\$43.70	\$43.70	\$59.80	\$84.11	\$91.32	\$93.92	\$95.42	\$102.44	\$63.31
71	\$44.46	\$44.46	\$44.46	\$60.64	\$85.34	\$92.62	\$95.16	\$96.65	\$103.67	\$64.15
72	\$44.94	\$44.94	\$44.94	\$61.55	\$86.64	\$93.92	\$96.59	\$98.15	\$105.36	\$64.87
73	\$45.41	\$45.41	\$45.41	\$62.59	\$87.75	\$94.96	\$97.69	\$99.25	\$106.79	\$66.04
74	\$45.89	\$45.89	\$45.89	\$63.37	\$89.05	\$96.26	\$99.19	\$100.75	\$108.35	\$66.75
75	\$46.55	\$46.55	\$46.55	\$64.28	\$89.89	\$97.37	\$100.42	\$102.05	\$109.59	\$67.60
76	\$47.03	\$47.03	\$47.03	\$65.00	\$91.00	\$98.47	\$101.53	\$103.15	\$110.89	\$68.31
77	\$47.79	\$47.79	\$47.79	\$65.84	\$92.10	\$99.77	\$102.83	\$104.45	\$112.64	\$69.16
78	\$48.26	\$48.26	\$48.26	\$66.75	\$93.40	\$101.01	\$104.13	\$105.82	\$113.81	\$70.07
79	\$48.93	\$48.93	\$48.93	\$67.73	\$94.64	\$102.24	\$105.36	\$107.05	\$115.24	\$71.04
80	\$49.69	\$49.69	\$49.69	\$68.57	\$95.55	\$103.54	\$106.66	\$108.35	\$116.74	\$71.69
81	\$50.16	\$50.16	\$50.16	\$69.48	\$96.59	\$104.65	\$107.70	\$109.39	\$118.04	\$72.60
82	\$50.64	\$50.64	\$50.64	\$70.33	\$97.69	\$106.08	\$109.20	\$110.95	\$119.53	\$73.32
83	\$51.11	\$51.11	\$51.11	\$70.98	\$98.80	\$107.18	\$110.43	\$112.19	\$121.09	\$74.29
84	\$51.78	\$51.78	\$51.78	\$71.63	\$99.90	\$108.48	\$111.54	\$113.29	\$122.26	\$75.07
85	\$52.25	\$52.25	\$52.25	\$72.73	\$101.01	\$109.52	\$112.77	\$114.59	\$123.69	\$75.92
86	\$53.01	\$53.01	\$53.01	\$73.58	\$102.05	\$110.63	\$114.07	\$115.89	\$125.25	\$76.57
87	\$53.49	\$53.49	\$53.49	\$74.42	\$103.15	\$111.67	\$115.18	\$117.00	\$126.81	\$77.67
88	\$53.96	\$53.96	\$53.96	\$75.14	\$104.26	\$112.97	\$116.48	\$118.30	\$128.05	\$78.65
89	\$54.63	\$54.63	\$54.63	\$75.79	\$105.36	\$114.27	\$117.91	\$119.79	\$129.54	\$79.30
90	\$55.39	\$55.39	\$55.39	\$76.63	\$106.66	\$115.37	\$119.21	\$121.09	\$130.97	\$80.21

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	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
91	\$56.05	\$56.05	\$56.05	\$77.54	\$107.70	\$116.80	\$120.44	\$122.33	\$132.34	\$80.92
92	\$56.81	\$56.81	\$56.81	\$78.39	\$108.81	\$118.10	\$121.74	\$123.69	\$133.90	\$81.77
93	\$57.29	\$57.29	\$57.29	\$79.04	\$110.04	\$119.21	\$122.85	\$124.80	\$135.26	\$82.68
94	\$57.76	\$57.76	\$57.76	\$79.75	\$111.15	\$120.31	\$124.28	\$126.23	\$136.63	\$83.65
95	\$58.24	\$58.24	\$58.24	\$80.66	\$112.25	\$121.55	\$125.32	\$127.33	\$137.99	\$84.37
96	\$58.71	\$58.71	\$58.71	\$81.31	\$113.16	\$122.85	\$126.62	\$128.63	\$139.42	\$85.15
97	\$59.38	\$59.38	\$59.38	\$81.96	\$114.27	\$123.89	\$127.85	\$129.87	\$140.92	\$85.93
98	\$59.85	\$59.85	\$59.85	\$82.87	\$115.37	\$124.99	\$128.96	\$130.97	\$142.35	\$86.90
99	\$60.33	\$60.33	\$60.33	\$83.72	\$116.48	\$126.23	\$130.06	\$132.14	\$143.65	\$87.62
100	\$61.75	\$61.75	\$61.75	\$84.00	\$117.65	\$126.75	\$131.00	\$133.90	\$144.95	\$88.00
101	\$62.37	\$62.37	\$62.37	\$84.84	\$118.83	\$128.02	\$132.31	\$135.24	\$146.40	\$88.88
102	\$62.99	\$62.99	\$62.99	\$85.68	\$120.00	\$129.28	\$133.62	\$136.58	\$147.85	\$89.76
103	\$63.60	\$63.60	\$63.60	\$86.52	\$121.18	\$130.55	\$134.93	\$137.92	\$149.30	\$90.64
104	\$64.22	\$64.22	\$64.22	\$87.36	\$122.36	\$131.82	\$136.24	\$139.26	\$150.75	\$91.52
105	\$64.84	\$64.84	\$64.84	\$88.20	\$123.53	\$133.09	\$137.55	\$140.59	\$152.20	\$92.40
106	\$65.46	\$65.46	\$65.46	\$89.04	\$124.71	\$134.35	\$138.86	\$141.93	\$153.65	\$93.28
107	\$66.07	\$66.07	\$66.07	\$89.88	\$125.89	\$135.62	\$140.17	\$143.27	\$155.10	\$94.16
108	\$66.69	\$66.69	\$66.69	\$90.72	\$127.06	\$136.89	\$141.48	\$144.61	\$156.55	\$95.04
109	\$67.31	\$67.31	\$67.31	\$91.56	\$128.24	\$138.16	\$142.79	\$145.95	\$158.00	\$95.92
110	\$67.93	\$67.93	\$67.93	\$92.40	\$129.41	\$139.42	\$144.10	\$147.29	\$159.44	\$96.80
111	\$68.54	\$68.54	\$68.54	\$93.24	\$130.59	\$140.69	\$145.41	\$148.63	\$160.89	\$97.68
112	\$69.16	\$69.16	\$69.16	\$94.08	\$131.77	\$141.96	\$146.72	\$149.97	\$162.34	\$98.56
113	\$69.78	\$69.78	\$69.78	\$94.92	\$132.94	\$143.23	\$148.03	\$151.31	\$163.79	\$99.44
114	\$70.40	\$70.40	\$70.40	\$95.76	\$134.12	\$144.49	\$149.34	\$152.65	\$165.24	\$100.32
115	\$71.01	\$71.01	\$71.01	\$96.60	\$135.30	\$145.76	\$150.65	\$153.98	\$166.69	\$101.20
116	\$71.63	\$71.63	\$71.63	\$97.44	\$136.47	\$147.03	\$151.96	\$155.32	\$168.14	\$102.08
117	\$72.25	\$72.25	\$72.25	\$98.28	\$137.65	\$148.30	\$153.27	\$156.66	\$169.59	\$102.96
118	\$72.87	\$72.87	\$72.87	\$99.12	\$138.83	\$149.56	\$154.58	\$158.00	\$171.04	\$103.84
119	\$73.48	\$73.48	\$73.48	\$99.96	\$140.00	\$150.83	\$155.89	\$159.34	\$172.49	\$104.72
120	\$74.10	\$74.10	\$74.10	\$100.80	\$141.18	\$152.10	\$157.20	\$160.68	\$173.94	\$105.60
121	\$74.72	\$74.72	\$74.72	\$101.64	\$142.36	\$153.37	\$158.51	\$162.02	\$175.39	\$106.48
122	\$75.34	\$75.34	\$75.34	\$102.48	\$143.53	\$154.63	\$159.82	\$163.36	\$176.84	\$107.36
123	\$75.95	\$75.95	\$75.95	\$103.32	\$144.71	\$155.90	\$161.13	\$164.70	\$178.29	\$108.24
124	\$76.57	\$76.57	\$76.57	\$104.16	\$145.89	\$157.17	\$162.44	\$166.04	\$179.74	\$109.12
125	\$77.19	\$77.19	\$77.19	\$105.00	\$147.06	\$158.44	\$163.75	\$167.37	\$181.19	\$110.00
126	\$77.81	\$77.81	\$77.81	\$105.84	\$148.24	\$159.70	\$165.06	\$168.71	\$182.64	\$110.88
127	\$78.42	\$78.42	\$78.42	\$106.68	\$149.42	\$160.97	\$166.37	\$170.05	\$184.09	\$111.76
128	\$79.04	\$79.04	\$79.04	\$107.52	\$150.59	\$162.24	\$167.68	\$171.39	\$185.54	\$112.64
129	\$79.66	\$79.66	\$79.66	\$108.36	\$151.77	\$163.51	\$168.99	\$172.73	\$186.99	\$113.52
130	\$80.28	\$80.28	\$80.28	\$109.20	\$152.94	\$164.77	\$170.30	\$174.07	\$188.43	\$114.40
131	\$80.89	\$80.89	\$80.89	\$110.04	\$154.12	\$166.04	\$171.61	\$175.41	\$189.88	\$115.28
132	\$81.51	\$81.51	\$81.51	\$110.88	\$155.30	\$167.31	\$172.92	\$176.75	\$191.33	\$116.16
133	\$82.13	\$82.13	\$82.13	\$111.72	\$156.47	\$168.58	\$174.23	\$178.09	\$192.78	\$117.04
134	\$82.75	\$82.75	\$82.75	\$112.56	\$157.65	\$169.84	\$175.54	\$179.43	\$194.23	\$117.92
135	\$83.36	\$83.36	\$83.36	\$113.40	\$158.83	\$171.11	\$176.85	\$180.76	\$195.68	\$118.80
136	\$83.98	\$83.98	\$83.98	\$114.24	\$160.00	\$172.38	\$178.16	\$182.10	\$197.13	\$119.68
137	\$84.60	\$84.60	\$84.60	\$115.08	\$161.18	\$173.65	\$179.47	\$183.44	\$198.58	\$120.56
138	\$85.22	\$85.22	\$85.22	\$115.92	\$162.36	\$174.91	\$180.78	\$184.78	\$200.03	\$121.44
139	\$85.83	\$85.83	\$85.83	\$116.76	\$163.53	\$176.18	\$182.09	\$186.12	\$201.48	\$122.32
140	\$86.45	\$86.45	\$86.45	\$117.60	\$164.71	\$177.45	\$183.40	\$187.46	\$202.93	\$123.20

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	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11-12</u>	<u>13-16</u>
141	\$87.07	\$87.07	\$87.07	\$118.44	\$165.89	\$178.72	\$184.71	\$188.80	\$204.38	\$124.08
142	\$87.69	\$87.69	\$87.69	\$119.28	\$167.06	\$179.98	\$186.02	\$190.14	\$205.83	\$124.96
143	\$88.30	\$88.30	\$88.30	\$120.12	\$168.24	\$181.25	\$187.33	\$191.48	\$207.28	\$125.84
144	\$88.92	\$88.92	\$88.92	\$120.96	\$169.42	\$182.52	\$188.64	\$192.82	\$208.73	\$126.72
145	\$89.54	\$89.54	\$89.54	\$121.80	\$170.59	\$183.79	\$189.95	\$194.15	\$210.18	\$127.60
146	\$90.16	\$90.16	\$90.16	\$122.64	\$171.77	\$185.05	\$191.26	\$195.49	\$211.63	\$128.48
147	\$90.77	\$90.77	\$90.77	\$123.48	\$172.95	\$186.32	\$192.57	\$196.83	\$213.08	\$129.36
148	\$91.39	\$91.39	\$91.39	\$124.32	\$174.12	\$187.59	\$193.88	\$198.17	\$214.53	\$130.24
149	\$92.01	\$92.01	\$92.01	\$125.16	\$175.30	\$188.86	\$195.19	\$199.51	\$215.98	\$131.12
150	\$92.63	\$92.63	\$92.63	\$126.00	\$176.47	\$190.12	\$196.50	\$200.85	\$217.42	\$132.00
<u>Hundredweight/ Per Pound Rates</u>										
100-150	\$0.63	\$0.63	\$0.63	\$0.84	\$1.18	\$1.27	\$1.31	\$1.34	\$1.45	\$0.88
151-299	\$0.63	\$0.63	\$0.63	\$0.84	\$1.18	\$1.27	\$1.31	\$1.34	\$1.45	\$0.88
300-499	\$0.63	\$0.63	\$0.63	\$0.84	\$1.18	\$1.27	\$1.31	\$1.34	\$1.45	\$0.88
500-999	\$0.61	\$0.61	\$0.61	\$0.83	\$1.16	\$1.25	\$1.30	\$1.33	\$1.44	\$0.87
1000-1999	\$0.60	\$0.60	\$0.60	\$0.82	\$1.15	\$1.24	\$1.29	\$1.31	\$1.42	\$0.86
2000+	\$0.58	\$0.58	\$0.58	\$0.81	\$1.14	\$1.23	\$1.27	\$1.30	\$1.41	\$0.84

MSA 5-05-98-01-Interim

U.S. Domestic Express

FEDERAL EXPRESS CORPORATION
NET RATE ATTACHMENT
STATE GOVT OF CALIFORNIA
Term 1

FedEx Express Saver

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>						
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
1	\$5.00	\$5.07	\$5.10	\$5.23	\$5.59	\$5.88	\$6.27
2	\$5.07	\$5.20	\$5.20	\$5.65	\$6.37	\$6.89	\$7.28
3	\$5.20	\$5.20	\$5.20	\$6.37	\$7.38	\$7.73	\$8.22
4	\$5.20	\$5.20	\$5.20	\$7.25	\$8.16	\$8.77	\$9.39
5	\$5.20	\$5.20	\$5.20	\$8.03	\$9.23	\$9.72	\$10.56
6	\$5.58	\$5.58	\$5.58	\$8.81	\$10.27	\$10.82	\$11.89
7	\$5.88	\$5.88	\$5.88	\$9.52	\$11.41	\$12.15	\$13.06
8	\$6.18	\$6.18	\$6.18	\$10.30	\$12.51	\$13.32	\$14.33
9	\$6.48	\$6.48	\$6.48	\$11.15	\$13.68	\$14.59	\$15.60
10	\$7.02	\$8.09	\$9.88	\$11.89	\$14.88	\$15.66	\$16.87
11	\$7.34	\$8.51	\$10.43	\$12.61	\$15.96	\$16.83	\$17.94
12	\$7.77	\$8.97	\$10.92	\$13.32	\$16.96	\$17.91	\$19.01
13	\$8.29	\$9.46	\$11.41	\$14.10	\$17.91	\$18.82	\$20.08
14	\$8.64	\$9.94	\$11.99	\$14.95	\$18.82	\$19.79	\$21.06
15	\$8.97	\$10.24	\$12.67	\$15.63	\$19.79	\$20.67	\$22.00
16	\$9.23	\$10.56	\$13.16	\$16.12	\$20.67	\$21.68	\$23.01
17	\$9.52	\$10.85	\$13.75	\$16.83	\$21.61	\$22.78	\$24.15
18	\$9.85	\$11.28	\$14.23	\$17.45	\$22.72	\$23.89	\$25.45
19	\$10.14	\$11.60	\$14.66	\$18.10	\$23.69	\$24.96	\$26.65
20	\$10.53	\$12.02	\$15.14	\$18.88	\$24.60	\$26.10	\$27.53
21	\$10.95	\$12.51	\$15.70	\$19.50	\$25.74	\$27.20	\$28.73
22	\$11.28	\$13.06	\$16.18	\$20.08	\$26.62	\$28.18	\$29.90
23	\$11.57	\$13.45	\$16.77	\$20.70	\$27.72	\$29.25	\$30.94
24	\$11.89	\$13.88	\$17.26	\$21.42	\$28.60	\$30.35	\$32.08
25	\$12.22	\$14.23	\$17.68	\$22.16	\$29.41	\$31.26	\$33.25
26	\$12.58	\$14.59	\$18.23	\$22.88	\$30.35	\$32.30	\$34.19
27	\$13.03	\$15.05	\$18.72	\$23.66	\$31.17	\$33.18	\$35.26
28	\$13.45	\$15.47	\$19.24	\$24.28	\$32.04	\$34.09	\$36.40
29	\$13.78	\$15.83	\$19.86	\$24.86	\$32.86	\$35.00	\$37.34
30	\$14.07	\$16.25	\$20.44	\$25.64	\$33.80	\$35.94	\$38.41
31	\$14.40	\$16.80	\$21.06	\$26.26	\$34.77	\$36.98	\$39.39
32	\$14.69	\$17.19	\$21.68	\$26.84	\$35.72	\$37.96	\$40.56
33	\$15.14	\$17.48	\$22.16	\$27.46	\$36.76	\$39.16	\$41.73
34	\$15.44	\$17.94	\$22.59	\$28.24	\$37.70	\$40.27	\$42.74
35	\$15.76	\$18.43	\$23.04	\$28.86	\$38.67	\$41.24	\$43.91
36	\$16.09	\$18.85	\$23.53	\$29.44	\$39.45	\$42.28	\$45.04
37	\$16.38	\$19.21	\$24.15	\$30.26	\$40.43	\$43.35	\$46.05
38	\$16.70	\$19.53	\$24.73	\$30.84	\$41.37	\$44.39	\$47.16
39	\$17.13	\$19.95	\$25.22	\$31.46	\$42.28	\$45.40	\$48.23
40	\$17.65	\$20.57	\$25.71	\$32.24	\$43.32	\$46.44	\$49.27
41	\$18.07	\$20.99	\$26.13	\$32.82	\$44.20	\$47.48	\$50.37

MSA 5-05-98-01-Interim

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>						
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
42	\$18.46	\$21.42	\$26.55	\$33.44	\$45.11	\$48.49	\$51.45
43	\$18.75	\$21.87	\$27.04	\$34.06	\$45.92	\$49.40	\$52.32
44	\$19.08	\$22.16	\$27.66	\$34.64	\$46.83	\$50.41	\$53.46
45	\$19.50	\$22.59	\$28.08	\$35.07	\$47.77	\$51.28	\$54.31
46	\$19.82	\$22.98	\$28.60	\$35.62	\$48.72	\$52.39	\$55.44
47	\$20.12	\$23.40	\$29.09	\$36.11	\$49.56	\$53.49	\$56.55
48	\$20.57	\$23.89	\$29.57	\$36.69	\$50.47	\$54.47	\$57.59
49	\$20.93	\$24.44	\$30.06	\$37.31	\$51.28	\$55.54	\$58.66
50	\$21.25	\$24.80	\$30.55	\$37.93	\$52.26	\$56.42	\$59.60
51	\$21.55	\$25.12	\$31.04	\$38.51	\$53.20	\$57.39	\$60.55
52	\$21.87	\$25.54	\$31.56	\$39.29	\$54.01	\$58.34	\$61.55
53	\$22.33	\$26.03	\$32.04	\$39.97	\$54.92	\$59.15	\$62.40
54	\$22.62	\$26.52	\$32.53	\$40.56	\$55.70	\$60.09	\$63.37
55	\$23.01	\$26.91	\$32.95	\$41.31	\$56.65	\$61.00	\$64.28
56	\$23.30	\$27.20	\$33.44	\$41.96	\$57.46	\$62.11	\$65.45
57	\$23.76	\$27.62	\$34.06	\$42.57	\$58.34	\$63.15	\$66.59
58	\$24.05	\$28.05	\$34.55	\$43.29	\$59.31	\$64.12	\$67.53
59	\$24.37	\$28.37	\$35.20	\$43.94	\$60.19	\$65.06	\$68.64
60	\$24.67	\$28.73	\$35.75	\$44.56	\$61.00	\$66.20	\$69.65
61	\$25.12	\$29.15	\$36.24	\$45.17	\$61.94	\$67.18	\$70.78
62	\$25.61	\$29.67	\$36.69	\$45.95	\$62.92	\$68.28	\$71.99
63	\$26.06	\$30.09	\$37.11	\$46.54	\$63.70	\$69.35	\$73.25
64	\$26.42	\$30.52	\$37.54	\$47.16	\$64.71	\$70.49	\$74.42
65	\$26.75	\$30.94	\$38.22	\$47.94	\$65.62	\$71.50	\$75.66
66	\$27.04	\$31.33	\$38.80	\$48.65	\$66.72	\$72.54	\$76.83
67	\$27.36	\$31.88	\$39.29	\$49.46	\$67.66	\$73.58	\$77.97
68	\$27.69	\$32.30	\$39.91	\$50.34	\$68.57	\$74.59	\$79.10
69	\$28.11	\$32.73	\$40.49	\$51.15	\$69.61	\$75.69	\$80.24
70	\$28.44	\$33.15	\$40.98	\$52.03	\$70.69	\$76.70	\$81.31
71	\$28.86	\$33.64	\$41.47	\$52.84	\$71.73	\$77.84	\$82.39
72	\$29.25	\$34.16	\$42.09	\$53.62	\$72.83	\$78.78	\$83.52
73	\$29.54	\$34.58	\$42.67	\$54.53	\$73.77	\$79.85	\$84.63
74	\$29.87	\$34.94	\$43.29	\$55.25	\$74.65	\$80.89	\$85.73
75	\$30.29	\$35.49	\$43.91	\$55.90	\$75.50	\$81.80	\$86.90
76	\$30.68	\$35.88	\$44.36	\$56.65	\$76.41	\$82.71	\$87.85
77	\$31.10	\$36.30	\$44.85	\$57.30	\$77.32	\$83.72	\$88.98
78	\$31.43	\$36.72	\$45.47	\$58.01	\$78.39	\$84.79	\$90.09
79	\$31.85	\$37.15	\$46.18	\$58.99	\$79.43	\$85.90	\$91.06
80	\$32.34	\$37.57	\$46.80	\$59.77	\$80.31	\$86.87	\$92.20
81	\$32.66	\$38.02	\$47.29	\$60.45	\$81.22	\$87.88	\$93.18
82	\$32.99	\$38.45	\$47.74	\$61.16	\$82.13	\$89.05	\$94.38
83	\$33.28	\$38.87	\$48.36	\$61.78	\$83.07	\$89.93	\$95.55
84	\$33.73	\$39.42	\$48.85	\$62.43	\$83.85	\$91.06	\$96.46
85	\$34.09	\$39.84	\$49.46	\$63.28	\$84.79	\$91.91	\$97.60
86	\$34.42	\$40.23	\$50.05	\$64.06	\$85.70	\$92.85	\$98.70
87	\$34.71	\$40.66	\$50.67	\$64.74	\$86.64	\$93.76	\$99.64
88	\$35.16	\$41.08	\$51.09	\$65.45	\$87.59	\$94.80	\$100.78
89	\$35.59	\$41.50	\$51.58	\$66.07	\$88.56	\$95.91	\$101.89
90	\$35.98	\$41.89	\$52.10	\$66.79	\$89.44	\$96.91	\$102.99
91	\$36.46	\$42.38	\$52.58	\$67.50	\$90.38	\$98.02	\$104.16

MSA 5-05-98-01-Interim

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>						
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
92	\$36.92	\$42.80	\$53.07	\$68.18	\$91.42	\$99.06	\$105.30
93	\$37.21	\$43.35	\$53.69	\$68.83	\$92.46	\$100.00	\$106.24
94	\$37.54	\$43.74	\$54.27	\$69.45	\$93.31	\$101.01	\$107.44
95	\$37.83	\$44.17	\$54.89	\$70.17	\$94.28	\$102.08	\$108.39
96	\$38.15	\$44.52	\$55.48	\$70.82	\$95.06	\$103.06	\$109.52
97	\$38.58	\$44.95	\$55.96	\$71.43	\$95.97	\$104.00	\$110.60
98	\$38.97	\$45.34	\$56.45	\$72.15	\$96.78	\$104.97	\$111.57
99	\$39.26	\$45.63	\$56.87	\$72.83	\$97.73	\$105.95	\$112.48
100	\$39.65	\$46.00	\$57.00	\$73.00	\$98.80	\$106.60	\$113.00
101	\$40.05	\$46.46	\$57.57	\$73.73	\$99.79	\$107.67	\$114.13
102	\$40.44	\$46.92	\$58.14	\$74.46	\$100.78	\$108.73	\$115.26
103	\$40.84	\$47.38	\$58.71	\$75.19	\$101.76	\$109.80	\$116.39
104	\$41.24	\$47.84	\$59.28	\$75.92	\$102.75	\$110.86	\$117.52
105	\$41.63	\$48.30	\$59.85	\$76.65	\$103.74	\$111.93	\$118.65
106	\$42.03	\$48.76	\$60.42	\$77.38	\$104.73	\$113.00	\$119.78
107	\$42.43	\$49.22	\$60.99	\$78.11	\$105.72	\$114.06	\$120.91
108	\$42.82	\$49.68	\$61.56	\$78.84	\$106.70	\$115.13	\$122.04
109	\$43.22	\$50.14	\$62.13	\$79.57	\$107.69	\$116.19	\$123.17
110	\$43.61	\$50.60	\$62.70	\$80.30	\$108.68	\$117.26	\$124.30
111	\$44.01	\$51.06	\$63.27	\$81.03	\$109.67	\$118.33	\$125.43
112	\$44.41	\$51.52	\$63.84	\$81.76	\$110.66	\$119.39	\$126.56
113	\$44.80	\$51.98	\$64.41	\$82.49	\$111.64	\$120.46	\$127.69
114	\$45.20	\$52.44	\$64.98	\$83.22	\$112.63	\$121.52	\$128.82
115	\$45.60	\$52.90	\$65.55	\$83.95	\$113.62	\$122.59	\$129.95
116	\$45.99	\$53.36	\$66.12	\$84.68	\$114.61	\$123.66	\$131.08
117	\$46.39	\$53.82	\$66.69	\$85.41	\$115.60	\$124.72	\$132.21
118	\$46.79	\$54.28	\$67.26	\$86.14	\$116.58	\$125.79	\$133.34
119	\$47.18	\$54.74	\$67.83	\$86.87	\$117.57	\$126.85	\$134.47
120	\$47.58	\$55.20	\$68.40	\$87.60	\$118.56	\$127.92	\$135.60
121	\$47.98	\$55.66	\$68.97	\$88.33	\$119.55	\$128.99	\$136.73
122	\$48.37	\$56.12	\$69.54	\$89.06	\$120.54	\$130.05	\$137.86
123	\$48.77	\$56.58	\$70.11	\$89.79	\$121.52	\$131.12	\$138.99
124	\$49.17	\$57.04	\$70.68	\$90.52	\$122.51	\$132.18	\$140.12
125	\$49.56	\$57.50	\$71.25	\$91.25	\$123.50	\$133.25	\$141.25
126	\$49.96	\$57.96	\$71.82	\$91.98	\$124.49	\$134.32	\$142.38
127	\$50.36	\$58.42	\$72.39	\$92.71	\$125.48	\$135.38	\$143.51
128	\$50.75	\$58.88	\$72.96	\$93.44	\$126.46	\$136.45	\$144.64
129	\$51.15	\$59.34	\$73.53	\$94.17	\$127.45	\$137.51	\$145.77
130	\$51.54	\$59.80	\$74.10	\$94.90	\$128.44	\$138.58	\$146.90
131	\$51.94	\$60.26	\$74.67	\$95.63	\$129.43	\$139.65	\$148.03
132	\$52.34	\$60.72	\$75.24	\$96.36	\$130.42	\$140.71	\$149.16
133	\$52.73	\$61.18	\$75.81	\$97.09	\$131.40	\$141.78	\$150.29
134	\$53.13	\$61.64	\$76.38	\$97.82	\$132.39	\$142.84	\$151.42
135	\$53.53	\$62.10	\$76.95	\$98.55	\$133.38	\$143.91	\$152.55
136	\$53.92	\$62.56	\$77.52	\$99.28	\$134.37	\$144.98	\$153.68
137	\$54.32	\$63.02	\$78.09	\$100.01	\$135.36	\$146.04	\$154.81
138	\$54.72	\$63.48	\$78.66	\$100.74	\$136.34	\$147.11	\$155.94
139	\$55.11	\$63.94	\$79.23	\$101.47	\$137.33	\$148.17	\$157.07
140	\$55.51	\$64.40	\$79.80	\$102.20	\$138.32	\$149.24	\$158.20
141	\$55.91	\$64.86	\$80.37	\$102.93	\$139.31	\$150.31	\$159.33

MSA 5-05-98-01-Interim

<u>Weight</u>	<u>U.S. Domestic Express Zones</u>						
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
142	\$56.30	\$65.32	\$80.94	\$103.66	\$140.30	\$151.37	\$160.46
143	\$56.70	\$65.78	\$81.51	\$104.39	\$141.28	\$152.44	\$161.59
144	\$57.10	\$66.24	\$82.08	\$105.12	\$142.27	\$153.50	\$162.72
145	\$57.49	\$66.70	\$82.65	\$105.85	\$143.26	\$154.57	\$163.85
146	\$57.89	\$67.16	\$83.22	\$106.58	\$144.25	\$155.64	\$164.98
147	\$58.29	\$67.62	\$83.79	\$107.31	\$145.24	\$156.70	\$166.11
148	\$58.68	\$68.08	\$84.36	\$108.04	\$146.22	\$157.77	\$167.24
149	\$59.08	\$68.54	\$84.93	\$108.77	\$147.21	\$158.83	\$168.37
150	\$59.47	\$69.00	\$85.50	\$109.50	\$148.20	\$159.90	\$169.50
<u>Hundredweight/ Per Pound Rates</u>							
100-150	\$0.40	\$0.46	\$0.57	\$0.73	\$0.99	\$1.07	\$1.13
151-299	\$0.40	\$0.46	\$0.57	\$0.73	\$0.99	\$1.07	\$1.13
300-499	\$0.40	\$0.46	\$0.57	\$0.73	\$0.99	\$1.07	\$1.13
500-999	\$0.38	\$0.45	\$0.56	\$0.72	\$0.97	\$1.05	\$1.12
1000-1999	\$0.37	\$0.44	\$0.55	\$0.71	\$0.96	\$1.04	\$1.10
2000+	\$0.36	\$0.42	\$0.53	\$0.70	\$0.95	\$1.03	\$1.09

MSA 5-05-98-01-Interim

**FEDERAL EXPRESS CORPORATION
NET RATE ATTACHMENT
STATE GOVT OF CALIFORNIA
Term 1**

FedEx 1Day Freight

<u>Weight (lbs.)</u>	<u>U.S. Domestic Express Zones</u>										
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9</u>	<u>11</u>	<u>13</u>	<u>15</u>
151-299	\$0.40	\$0.70	\$1.15	\$2.07	\$2.43	\$2.71	\$2.96	\$3.63	\$3.88	\$1.76	\$1.76
300-399	\$0.40	\$0.70	\$1.15	\$2.07	\$2.43	\$2.71	\$2.96	\$3.63	\$3.88	\$1.76	\$1.76
400-499	\$0.40	\$0.70	\$1.15	\$2.07	\$2.43	\$2.71	\$2.96	\$3.63	\$3.88	\$1.76	\$1.76
500-999	\$0.39	\$0.68	\$1.12	\$2.04	\$2.41	\$2.66	\$2.94	\$3.58	\$3.82	\$1.76	\$1.76
1000-1999	\$0.37	\$0.66	\$1.10	\$2.01	\$2.39	\$2.62	\$2.91	\$3.52	\$3.78	\$1.76	\$1.76
2000+	\$0.36	\$0.64	\$1.08	\$1.97	\$2.29	\$2.58	\$2.81	\$3.48	\$3.73	\$1.76	\$1.76

FedEx 2Day Freight

<u>Weight (lbs.)</u>	<u>U.S. Domestic Express Zones</u>									
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>	<u>9-10</u>	<u>11</u>	<u>13-16</u>
151-299	\$0.39	\$0.69	\$0.84	\$1.08	\$1.62	\$2.09	\$2.47	\$3.13	\$3.48	\$1.30
300-399	\$0.39	\$0.69	\$0.84	\$1.08	\$1.62	\$2.09	\$2.47	\$3.13	\$3.48	\$1.30
400-499	\$0.39	\$0.69	\$0.84	\$1.08	\$1.62	\$2.09	\$2.47	\$3.13	\$3.48	\$1.30
500-999	\$0.38	\$0.67	\$0.81	\$1.06	\$1.60	\$2.07	\$2.44	\$3.10	\$3.46	\$1.30
1000-1999	\$0.36	\$0.65	\$0.79	\$1.03	\$1.58	\$2.05	\$2.42	\$3.08	\$3.43	\$1.30
2000+	\$0.35	\$0.64	\$0.78	\$0.98	\$1.48	\$1.95	\$2.33	\$2.98	\$3.32	\$1.30

FedEx 3Day Freight

<u>Weight (lbs.)</u>	<u>U.S. Domestic Express Zones</u>						
	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
151-299	\$0.38	\$0.68	\$0.83	\$1.02	\$1.49	\$1.87	\$2.11
300-399	\$0.38	\$0.68	\$0.83	\$1.02	\$1.49	\$1.87	\$2.11
400-499	\$0.38	\$0.68	\$0.83	\$1.02	\$1.49	\$1.87	\$2.11
500-999	\$0.37	\$0.67	\$0.81	\$1.01	\$1.44	\$1.82	\$2.08
1000-1999	\$0.36	\$0.64	\$0.78	\$0.98	\$1.40	\$1.77	\$2.06
2000+	\$0.34	\$0.63	\$0.78	\$0.93	\$1.36	\$1.73	\$2.01

MSA 5-05-98-01-Interim

GROUND PRICING – HIGH VOLUME SHIPPERS

The pricing applies only to the following FedEx account number. Contact your FedEx representative to ensure your individual location's nine-digit account number is linked to the following national account representing the State of California's discounted rates.:

Account(s) 48228

GROUND SINGLE PIECE

The incentives in this section apply to Commercial Business ONLY. The incentives relating to the same Ground services are additive and are applied to the Base Transportation Charges identified in the table below.

Base Discounts:

The following discounts apply to all weights and zones of the following services and package types:

Service(s)	Package Type(s)	Zone(s)	Discount(s)
US to Canada	OB	51	20.00%
US to Canada	OB	54	20.00%

Weight/Zone Matrix: The weight and zone associated with a package will be used to determine, from the table(s) below, an additional incentive to be applied to reduce the base package charge. Matrix incentives shall not apply to Home Delivery Packages exceeding 70 pounds, including packages that have been rated at greater than 70 pounds as a result of Oversize billing provisions.

Service(s):	Package Type(s):
Continental US Ground	3P,IB,OB,RB

Package Weight	2	3	4	5	6	7	8
1 to 10 lbs.	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%
11 to 150 lbs.	24.50%	24.50%	24.50%	24.50%	24.50%	24.50%	24.50%

Threshold:

Customer's threshold will be determined based upon Customer's actual shipping activity as follows: Customer's Base Transportation Charges (annualized) will be calculated to determine Customer's incentive, from the table(s) below. The annualized Base Transportation Charges will be determined by dividing the applicable base package charges since the Calculation Effective Date by the number of weeks since the beginning date, up to fifty-two (52) weeks, and multiplying by fifty-two (52). Base Transportation Charges are before discounts are applied, and do not include surcharges, special handling fees, ancillary or other charges.

This calculation will be performed at the end of each of the FedEx accounting quarters. The FedEx accounting quarters are based upon a June 1 to May 31 fiscal year, with each quarter comprised of 13 weeks. Incentive will be applied to the following quarter.

The calculation will be performed at the category level to include multiple categories when applicable, and any corresponding incentive(s) will also be applied at that same level.

Calculation Effective Date: Effective Date of Agreement

MSA 5-05-98-01-Interim

Annualized Base Charges		Threshold Discounts (see "File-For" below)	
\$0.00	Plus		1.70%

Services Used in the Calculation:	Threshold Incentive Applies To:
Continental U.S. Ground - OB	Continental U.S. Ground – OB
Home Delivery - OB	Service to Alaska – OB
Service to Alaska - OB	Service to Hawaii – OB
Service to Hawaii - OB	Service to Puerto Rico – OB
Service to Puerto Rico - OB	U.S. to Canada – OB
U.S. to Canada - OB	

Minimum Package Charge: For each package, Customer agrees to pay the greater of the net package charge based on Customer's discounts, if any, for a given service or the minimum net package charge as defined below.

The minimum net package charge will be the base rate defined for the service for the zone(s) and weight(s) shown or the rate per package shown below.

Service(s)	Package Type(s)	Minimum Net Package Charge
Continental US Ground	3P	Zone 2 , 1 Pound
Continental US Ground	IB	Zone 2 , 1 Pound
Continental US Ground	OB	Zone 2 , 1 Pound
Continental US Ground	RB	Zone 2 , 1 Pound

GROUND MULTIWEIGHT

The incentives in this section apply to **Commercial Business ONLY**.

Customer's Ground Multiweight pricing is defined below:

Multiweight rates are based upon the Multiweight Service Rate Chart.

Multiweight service is applicable for aggregations of package shipments that are greater than or equal to the minimum shipment weight shown in the table(s) below. In determining total shipment weight and average package weight, each package in the aggregation of packages is weighed and its individual weight is then rounded up to the next full pound. All oversized and dimensional package weight rules apply. For outbound prepaid packages, an aggregation is defined as packages shipped to a single customer at the same address on the same day under one Customer account number and from a single pick-up location. For international shipments, an aggregation is defined as packages shipped under the same shipment number shipped to a single Consignee facility on the same day under one Customer account number. For inbound collect packages, an aggregation is defined as packages shipped under one Customer account number on the same day to the Consignee facility under the same Consignee number.

The Multiweight charge shall be determined by multiplying the current rate per hundred pounds for the zone applicable to the shipment by the number of Multiweight units. Multiweight units are determined by taking the greater of total rated shipment weight or the minimum average package weight shown in the table(s) below times the number of packages in the aggregation and dividing by 100.

MSA 5-05-98-01-Interim

A minimum charge for each aggregation shall be assessed. The minimum charge shall be the greater of the minimum charge shown on the Multiweight Service Rate Chart or the Multiweight charge as defined. The following Multiweight rates and provisions shall apply:

Service(s):	Package Type(s):
Continental US Ground	3P,IB,OB,RB

		Additional Incentives by Zone						
Rated Shipment Weight	Multiweight Tier	2	3	4	5	6	7	8
200 to 499 lbs.	2	20%	20%	20%	20%	20%	20%	20%
500 Plus lbs.	502	20%	20%	20%	20%	20%	20%	20%

The weight and zone associated with an aggregation will be used to determine additional incentives to be applied to reduce the Multiweight rates according to the table above.

Applicable Zones ->	2	3	4	5	6	7	8
Minimum Average Package Weight	20 lbs.						
Minimum Shipment Weight	200 lbs.						

Any aggregation of packages weighing between 150 pounds and the minimum shipment weight will be rated at the minimum shipment weight.

HOME DELIVERY SINGLE PIECE

Base Discounts:

Weight/Zone Matrix: The weight and zone associated with a package will be used to determine, from the table(s) below, an additional incentive to be applied to reduce the base package charge. Matrix incentives shall not apply to Home Delivery Packages exceeding 70 pounds, including packages that have been rated at greater than 70 pounds as a result of Oversize billing provisions.

Service(s):	Package Type(s):
FedEx Home Delivery	3P,OB

Package Weight	2	3	4	5	6	7	8
1 to 10 lbs.	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%
11 to 70 lbs.	24.50%	24.50%	24.50%	24.50%	24.50%	24.50%	24.50%

Threshold:

Customer's threshold will be determined based upon Customer's actual shipping activity as follows: Customer's Base Transportation Charges (annualized) will be calculated to determine Customer's incentive, from the table(s) below. The annualized Base Transportation Charges will be determined by dividing the applicable base package charges since the Calculation Effective Date by the number of weeks since the beginning date, up to fifty-two (52) weeks, and multiplying by fifty-two (52). Base Transportation Charges are before discounts are applied, and do not include surcharges, special handling fees, ancillary or other charges.

MSA 5-05-98-01-Interim

This calculation will be performed at the end of each of the FedEx accounting quarters. The FedEx accounting quarters are based upon a June 1 to May 31 fiscal year, with each quarter comprised of 13 weeks. Incentive will be applied to the following quarter.

The calculation will be performed at the category level to include multiple categories when applicable, and any corresponding incentive(s) will also be applied at that same level.

Calculation Effective Date: Effective Date of Agreement

Annualized Base Charges		Threshold Discounts (see "File-For" below)	
\$0.00	Plus		1.70%

Services Used in the Calculation:	Threshold Incentive Applies To:
Continental U.S. Ground - OB	Home Delivery – OB
Home Delivery - OB	
Service to Alaska - OB	
Service to Hawaii - OB	
Service to Puerto Rico - OB	
U.S. to Canada - OB	

Minimum Package Charge: For each package, Customer agrees to pay the greater of the net package charge based on Customer's discounts, if any, for a given service or the minimum net package charge as defined below.

The minimum net package charge will be the base rate defined for the service for the zone(s) and weight(s) shown or the rate per package shown below.

Service(s)	Package Type(s)	Minimum Net Package Charge
FedEx Home Delivery	3P	Zone 2 , 1 Pound
FedEx Home Delivery	OB	Zone 2 , 1 Pound

The following package type abbreviations are defined as follows:

- OB Outbound prepaid packages picked up at the Customer's facility
- IB Inbound collect packages received at the Customer's facility
- 3P Packages shipped for the Customer by a third party
- RB Packages shipped by the Customer and billed to the recipient
- PRP Package Returns Packages received at the Customer's facility
- ZJ Zone jump packages dropped into designated hub(s) and terminal(s)
- RM Return Manager packages received at the Customer's facility
- TB Canada to U.S. Trans-Border packages delivered to a U.S. facility

MSA 5-05-98-01-Interim

**FedEx Ground Multiweight Service Rate Chart
Rate Chart Effective January 2, 2005**

Account Number(s): 48228

GROUND MULTIWEIGHT

The incentives in this section apply to **Home Delivery Business ONLY**.

Customer's Ground Multiweight pricing is defined below:

Multiweight rates are based upon the Multiweight Service Rate Chart.

Multiweight service is applicable for aggregations of package shipments that are greater than or equal to the minimum shipment weight shown in the table(s) below. In determining total shipment weight and average package weight, each package in the aggregation of packages is weighed and its individual weight is then rounded up to the next full pound. All oversized and dimensional package weight rules apply. For outbound prepaid packages, an aggregation is defined as packages shipped to a single customer at the same address on the same day under one Customer account number and from a single pick-up location. For international shipments, an aggregation is defined as packages shipped under the same shipment number shipped to a single Consignee facility on the same day under one Customer account number. For inbound collect packages, an aggregation is defined as packages shipped under one Customer account number on the same day to the Consignee facility under the same Consignee number.

The Multiweight charge shall be determined by multiplying the current rate per hundred pounds for the zone applicable to the shipment by the number of Multiweight units. Multiweight units are determined by taking the greater of total rated shipment weight or the minimum average package weight shown in the table(s) below times the number of packages in the aggregation and dividing by 100.

A minimum charge for each aggregation shall be assessed. The minimum charge shall be the greater of the minimum charge shown on the Multiweight Service Rate Chart or the Multiweight charge as defined.

Applicable Rates per 100 lbs. (U.S. \$)

Service	Package Type(s)
Continental US Ground	3P,IB,OB,RB

Tier	Zone	2	3	4	5	6	7	8
2		\$15.20	\$19.85	\$24.95	\$29.45	\$34.35	\$38.95	\$43.45
502		\$13.20	\$17.25	\$21.65	\$25.70	\$29.95	\$33.95	\$37.90
Minimum Charge		\$41.00	\$41.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

MSA 5-05-98-01-Interim

GROUND PRICING

The pricing applies only to the following FedEx account number. Contact your FedEx representative to ensure your individual location's nine-digit account number is linked to the following national account representing the State of California's discounted rates:

Account(s) 20967

GROUND SINGLE PIECE

The incentives in this section apply to **Commercial Business ONLY**.

Base Discounts:

The following discounts apply to all weights and zones of the following services and package types:

Service(s)	Package Type(s)	Zone(s)	Discount(s)
US to Canada	OB	51	20.00%
US to Canada	OB	54	20.00%

Weight/Zone Matrix: The weight and zone associated with a package will be used to determine, from the table(s) below, an additional incentive to be applied to reduce the base package charge. Matrix incentives shall not apply to Home Delivery Packages exceeding 70 pounds, including packages that have been rated at greater than 70 pounds as a result of Oversize billing provisions.

Service(s):	Package Type(s):
Continental US Ground	3P,IB,OB,RB

Package Weight	2	3	4	5	6	7	8
1 to 10 lbs.	14.50%	14.50%	14.50%	14.50%	14.50%	14.50%	14.50%
11 to 150 lbs.	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%

Threshold:

Customer's threshold will be determined based upon Customer's actual shipping activity as follows: Customer's Base Transportation Charges (annualized) will be calculated to determine Customer's incentive, from the table(s) below. The annualized Base Transportation Charges will be determined by dividing the applicable base package charges since the Calculation Effective Date by the number of weeks since the beginning date, up to fifty-two (52) weeks, and multiplying by fifty-two (52). Base Transportation Charges are before discounts are applied, and do not include surcharges, special handling fees, ancillary or other charges.

This calculation will be performed at the end of each of the FedEx accounting quarters. The FedEx accounting quarters are based upon a June 1 to May 31 fiscal year, with each quarter comprised of 13 weeks. Incentive will be applied to the following quarter.

The calculation will be performed at the category level to include multiple categories when applicable, and any corresponding incentive(s) will also be applied at that same level.

Calculation Effective Date: Effective Date of Agreement.

Annualized Base Charges	Threshold Discounts (see "File-For" below)
\$0.00	Plus 1.70%

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Services Used in the Calculation:	Threshold Incentive Applies To:
Continental U.S. Ground - OB	Continental U.S. Ground - OB
Home Delivery - OB	Service to Alaska - OB
Service to Alaska - OB	Service to Hawaii - OB
Service to Hawaii - OB	Service to Puerto Rico - OB
Service to Puerto Rico - OB	U.S. to Canada - OB
U.S. to Canada - OB	

Minimum Package Charge: For each package, Customer agrees to pay the greater of the net package charge based on Customer's discounts, if any, for a given service or the minimum net package charge as defined below.

The minimum net package charge will be the base rate defined for the service for the zone(s) and weight(s) shown or the rate per package shown below.

Service(s)	Package Type(s)	Minimum Net Package Charge
Continental US Ground	3P	Zone 2 , 1 Pound
Continental US Ground	IB	Zone 2 , 1 Pound
Continental US Ground	OB	Zone 2 , 1 Pound
Continental US Ground	RB	Zone 2 , 1 Pound

GROUND MULTIWEIGHT

The incentives in this section apply to **Commercial Business ONLY**.

Customer's Ground Multiweight pricing is defined below:

Multiweight rates are based upon the Multiweight Service Rate Chart.

Multiweight service is applicable for aggregations of package shipments that are greater than or equal to the minimum shipment weight shown in the table(s) below. In determining total shipment weight and average package weight, each package in the aggregation of packages is weighed and its individual weight is then rounded up to the next full pound. All oversized and dimensional package weight rules apply. For outbound prepaid packages, an aggregation is defined as packages shipped to a single customer at the same address on the same day under one Customer account number and from a single pick-up location. For international shipments, an aggregation is defined as packages shipped under the same shipment number shipped to a single Consignee facility on the same day under one Customer account number. For inbound collect packages, an aggregation is defined as packages shipped under one Customer account number on the same day to the Consignee facility under the same Consignee number.

The Multiweight charge shall be determined by multiplying the current rate per hundred pounds for the zone applicable to the shipment by the number of Multiweight units. Multiweight units are determined by taking the greater of total rated shipment weight or the minimum average package weight shown in the table(s) below times the number of packages in the aggregation and dividing by 100.

A minimum charge for each aggregation shall be assessed. The minimum charge shall be the greater of the minimum charge shown on the Multiweight Service Rate Chart or the Multiweight charge as defined.

MSA 5-05-98-01-Interim

The following Multiweight rates and provisions shall apply:

Service(s):	Package Type(s):
Continental US Ground	3P,IB,OB,RB

Rated Shipment Weight	Multiweight Tier	Additional Incentives by Zone						
		2	3	4	5	6	7	8
200 to 499 lbs.	2	20%	20%	20%	20%	20%	20%	20%
500 Plus lbs.	502	20%	20%	20%	20%	20%	20%	20%

The weight and zone associated with an aggregation will be used to determine additional incentives to be applied to reduce the Multiweight rates according to the table above.

Applicable Zones ->	2	3	4	5	6	7	8
Minimum Average Package Weight	20 lbs.						
Minimum Shipment Weight	200 lbs.						

Any aggregation of packages weighing between 150 pounds and the minimum shipment weight will be rated at the minimum shipment weight.

HOME DELIVERY SINGLE PIECE

The incentives relating to the same Home Delivery services are additive and are applied to the Base Transportation Charges identified in the table below.

Base Discounts:

Weight/Zone Matrix: The weight and zone associated with a package will be used to determine, from the table(s) below, an additional incentive to be applied to reduce the base package charge. Matrix incentives shall not apply to Home Delivery Packages exceeding 70 pounds, including packages that have been rated at greater than 70 pounds as a result of Oversize billing provisions.

Service(s):	Package Type(s):
FedEx Home Delivery	3P,OB

Package Weight	2	3	4	5	6	7	8
1 to 10 lbs.	14.50%	14.50%	14.50%	14.50%	14.50%	14.50%	14.50%
11 to 70 lbs.	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%	19.50%

Threshold:

Customer's threshold will be determined based upon Customer's actual shipping activity as follows: Customer's Base Transportation Charges (annualized) will be calculated to determine Customer's incentive, from the table(s) below. The annualized Base Transportation Charges will be determined by dividing the applicable base package charges since the Calculation Effective Date by the number of weeks since the

beginning date, up to fifty-two (52) weeks, and multiplying by fifty-two (52). Base Transportation Charges are before discounts are applied, and do not include surcharges, special handling fees, ancillary or other charges.

MSA 5-05-98-01-Interim

This calculation will be performed at the end of each of the FedEx accounting quarters. The FedEx accounting quarters are based upon a June 1 to May 31 fiscal year, with each quarter comprised of 13 weeks. Incentive will be applied to the following quarter.

The calculation will be performed at the category level to include multiple categories when applicable, and any corresponding incentive(s) will also be applied at that same level.

Calculation Effective Date: Effective Date of Agreement

Annualized Base Charges		Threshold Discounts (see "File-For" below)	
\$0.00	Plus		1.70%

Services Used in the Calculation:	Threshold Incentive Applies To:
Continental U.S. Ground - OB	Home Delivery - OB
Home Delivery - OB	
Service to Alaska - OB	
Service to Hawaii - OB	
Service to Puerto Rico - OB	
U.S. to Canada - OB	

Minimum Package Charge: For each package, Customer agrees to pay the greater of the net package charge based on Customer's discounts, if any, for a given service or the minimum net package charge as defined below.

The minimum net package charge will be the base rate defined for the service for the zone(s) and weight(s) shown or the rate per package shown below.

Service(s)	Package Type(s)	Minimum Net Package Charge
FedEx Home Delivery	3P	Zone 2 , 1 Pound
FedEx Home Delivery	OB	Zone 2 , 1 Pound

The following package type abbreviations are defined as follows:

- OB Outbound prepaid packages picked up at the Customer's facility
- IB Inbound collect packages received at the Customer's facility
- 3P Packages shipped for the Customer by a third party
- RB Packages shipped by the Customer and billed to the recipient
- PRP Package Returns Packages received at the Customer's facility
- ZJ Zone jump packages dropped into designated hub(s) and terminal(s)
- RM Return Manager packages received at the Customer's facility
- TB Canada to U.S. Trans-Border packages delivered to a U.S. facility

MSA 5-05-98-01-Interim

**FedEx Ground Multiweight Service Rate Chart
Rate Chart Effective January 2, 2005**

Account Number(s): 20967

GROUND MULTIWEIGHT

The incentives in this section apply to **Home Delivery Business ONLY**.

Customer's Ground Multiweight pricing is defined below:

Multiweight rates are based upon the Multiweight Service Rate Chart.

Multiweight service is applicable for aggregations of package shipments that are greater than or equal to the minimum shipment weight shown in the table(s) below. In determining total shipment weight and average package weight, each package in the aggregation of packages is weighed and its individual weight is then rounded up to the next full pound. All oversized and dimensional package weight rules apply. For outbound prepaid packages, an aggregation is defined as packages shipped to a single customer at the same address on the same day under one Customer account number and from a single pick-up location. For international shipments, an aggregation is defined as packages shipped under the same shipment number shipped to a single Consignee facility on the same day under one Customer account number. For inbound collect packages, an aggregation is defined as packages shipped under one Customer account number on the same day to the Consignee facility under the same Consignee number.

The Multiweight charge shall be determined by multiplying the current rate per hundred pounds for the zone applicable to the shipment by the number of Multiweight units. Multiweight units are determined by taking the greater of total rated shipment weight or the minimum average package weight shown in the table(s) below times the number of packages in the aggregation and dividing by 100.

A minimum charge for each aggregation shall be assessed. The minimum charge shall be the greater of the minimum charge shown on the Multiweight Service Rate Chart or the Multiweight charge as defined.

Applicable Rates per 100 lbs. (U.S. \$)

Service	Package Type(s)
Continental US Ground	3P,IB,OB,RB

Tier	Zone	2	3	4	5	6	7	8
2		\$15.20	\$19.85	\$24.95	\$29.45	\$34.35	\$38.95	\$43.45
502		\$13.20	\$17.25	\$21.65	\$25.70	\$29.95	\$33.95	\$37.90
Minimum Charge		\$41.00	\$41.00	\$45.00	\$45.00	\$45.00	\$45.00	\$45.00

STATE OF CALIFORNIA

PAYEE DATA RECORD

(Required in lieu of IRS W-9 when doing business with the State of California)

STD. 204 (REV. 7-94)

NOTE: Governmental entities, federal, state, and local (including school districts) are not required to submit this form.

SECTION 1 must be completed by the requesting state agency before forwarding to the vendor.

1 PLEASE RETURN TO:	DEPARTMENT/OFFICE Department of General Services –Procurement Division/ MAP	PURPOSE: Information contained in this form will be used by state agencies to prepare Information Returns (Form 1099) and for withholding on payments to nonresident vendors. Prompt return of this fully completed form will prevent delays when processing payments. (See Privacy Statement on reverse)
	STREET ADDRESS 707 Third Street, Second Floor	
	CITY, STATE, ZIP CODE West Sacramento, CA 95605	
	TELEPHONE NUMBER 916/ 375-4541	

PAYEE BUSINESS NAME
FEDERAL EXPRESS SERVICE

SOLE PROPRIETOR - ENTER OWNER'S FULL NAME HERE *(Last, First, M.I.)*

MAILING ADDRESS *(Number and Street or P.O. Box Number)*

PO Box 7221

(City, State, and Zip Code)

Pasadena CA 91109-7321

4.	<p>CHECK ONE BOX ONLY</p> <p><input type="radio"/> MEDICAL CORPORATION <i>(Including dentistry, podiatry, psychotherapy, optometry, chiropractic, etc.)</i></p> <p><input type="radio"/> EXEMPT CORPORATION (Non-profit)</p> <p><input type="radio"/> ALL OTHER CORPORATIONS</p> <p><input type="radio"/> PARTNERSHIP</p> <p><input type="radio"/> ESTATE OR TRUST</p> <p><input type="radio"/> INDIVIDUAL/SOLE PROPRIETOR</p>	NOTE: State and local governmental entities, including school districts are not required to submit this form
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4.	<p>SOCIAL SECURITY NUMBER REQUIRED FOR INDIVIDUAL/SOLE PROPRIETOR BY AUTHORITY OF THE REVENUE AND TAXATION CODE SECTION 18646 <i>(See reverse)</i></p> <p>FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) SOCIAL SECURITY NUMBER</p> <p>7 1 - 0 4 2 7 0 0 7 - </p> <p>IF VENDOR ENTITY TYPE IS A CORPORATION, PARTNER- SHIP, ESTATE OR TRUST, ENTER FEIN. IF VENDOR ENTITY TYPE IS INDIVIDUAL/SOLE PROPRIETOR, ENTER SSN.</p>	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
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5.	<p>CHECK APPROPRIATE BOX(S)</p> <p><input type="radio"/> California Resident - Qualified to do business in CA or a permanent place of business in CA.</p> <p><input type="radio"/> Non resident <i>(See Reverse)</i> Payments for services by nonresidents may be subject to state withholding</p> <p><input type="radio"/> WAIVER OF STATE WITHHOLDING FROM FRANCHISE TAX BOARD ATTACHED</p> <p><input type="radio"/> SERVICES PERFORMED OUTSIDE OF CALIFORNIA</p>	NOTE: An estate is a resident if decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. <i>(See reverse.)</i>
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I hereby certify under penalty of perjury that the information provided on this document is true and correct. If my residency status should change, I will promptly inform you.

AUTHORIZED VENDOR REPRESENTATIVE'S NAME <i>(Type or Print)</i> Theresa Rubinoff	TITLE Worldwide Account Manager
SIGNATURE 	DATE
	TELEPHONE NUMBER 301 513 7216

ARE YOU A RESIDENT OF NONRESIDENT?

Each corporation, individual/sole proprietor, partnership, estate or trust doing business with the State of California must indicate their residency status along with their taxpayer identification number.

A corporation will be considered a "resident" if it has a permanent place of business in California. The corporation has a permanent place of business in California if it is organized and existing under the laws of this State or if a foreign corporation has qualified to transact intrastate business. A corporation that has not qualified to transact intrastate business (e.g. a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in this State only if it maintains a permanent office in this State that is permanently staffed by its employees.

For individuals/sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose which will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For withholding purposes, a partnership is considered a resident partnership if it has a permanent place of business in California. An estate is considered a California estate if the decedent was a California resident at the time of death and a trust is considered a California trust if at least one trustee is a California resident.

More information on residency status can be obtained by calling the Franchise Tax Board at the number listed below:

From within the United States, call	1-800-852-5711
From outside the United States, call	1-916-845-6500
For hearing impaired with TDD, call	1-800-822-6268

ARE YOU SUBJECT TO NONRESIDENT WITHHOLDING?

Payments made to nonresident payees, including corporations, individuals, partnerships, estates and trusts, are subject to withholding. Nonresident payees performing services in California or receiving rent, lease of royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1500 or less for the calendar year.

A nonresident payee may request that income taxes be withheld at a lower rate or waived by sending a completed form FTB 588 to the address below. A waiver will generally be granted when a payee has a history of filing California returns and making timely estimated payments. If the payee activity is carried on outside of California or partially outside of California, a waiver or reduced withholding rate may be granted. For more information, contact

Franchise Tax Board
Nonresident Withholding Section
Attention: State Agency Withholding Coordinator
P.O. Box 651 Sacramento, Ca. 95812-0651
Telephone: (196) 845-4900
FAX: (916) 845-4831

If a reduced rate of withholding or waiver has been authorized by the Franchise Tax Board, attach a copy to this form.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-5791) requires that any federal, state, or local governmental agency which requests an individual to disclose his social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State must provide their Taxpayer Identification Number (TIN) as required by the State Revenue and Taxation Code, Section 18646 to facilitate tax compliance enforcement activities and to facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code, Section 6109(a). The TIN for individual and sole proprietorships is the Social Security Number (SSN).

It is mandatory to furnish the information, such as your SS. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

Please call the Department of Finance, Fiscal Systems and Consulting Unit at (196) 324-0385 if you have any questions regarding this Privacy Statement. Questions related to residency or withholding should be referred to the telephone numbers listed above. All other questions should be referred to the requesting agency listed in Section 1.

CONTRACTOR CERTIFICATION CLAUSES**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
FedEx Services		71-0427007
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Theresa Rubinoff Worldwide Account Manager		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)
4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.
5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
7. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
 - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3. **This contract is set to expire on 12/31/2007.**

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- 1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE**: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and

treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been

injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

- a) The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.



FEDEX AUTOMATION AGREEMENT

This AGREEMENT ("Agreement") is entered into on _____, 2005, between FedEx Corporate Services ("FedEx"), and the undersigned customer ("Customer"), and sets forth the terms and conditions of Customer's use of the FedEx automated shipping equipment and associated software ("Equipment") provided to Customer by FedEx from time to time. Customer acknowledges and agrees that this Agreement governs Customer's use of all Equipment provided by FedEx to Customer from time to time as shown by FedEx's records, including the description and amount of Equipment provided, and the dates, locations, and account numbers under which, such Equipment is provided from time to time. In consideration of the promises and obligations below, FedEx and Customer agree as follows:

SECTION 1. GRANT. Subject to the terms and conditions of this Agreement, FedEx grants to Customer a personal, royalty-free, nonassignable license, without the right to grant sublicenses, to use the Equipment solely for Customer's use in labeling, recording, rating, tracking, preparing and invoicing its shipments tendered for delivery to FedEx or to third party carriers (if the Equipment provides this capability) and for no other purpose. When used in this Agreement, the word "Equipment" shall collectively refer to all items of equipment, software and materials provided to Customer by FedEx from time to time. Unless otherwise specified, when used in this Agreement, the name "FedEx" shall include FedEx Corporate Services, its parent company and any and all of its affiliate companies, including FedEx Express and FedEx Ground.

SECTION 2. INSTALLATION. (a) Customer will follow all terms and instructions provided by FedEx at any time for the installation of the Equipment, including in any user manuals and in any help texts on the Equipment, which instructions are incorporated into this Agreement by reference. (b) Customer will provide, at no cost to FedEx, the space, electrical power and telephone connections necessary for the operation of the Equipment. (c) FedEx shall have full, safe and free access to the Equipment during Customer's normal business hours for the purposes of installation, adjustment, inspection, relocation, or removal. (d) Customer grants permission for FedEx or its designee to copy and use, if necessary, Customer's user configurations and system settings for the sole purpose of configuring the Equipment.

SECTION 3. USE. (a) Customer will follow all of FedEx's terms and instructions provided from time to time for the use of the Equipment, including in any user manuals and on any help texts on the Equipment, which instructions are incorporated into this Agreement by reference. (b) Pursuant to the terms and conditions of this Agreement, Customer may generate output including FedEx Barcode Labels ("Labels") for Customer's sole use, subject to FedEx's prior written approval of the format. Customer agrees to immediately discontinue producing such Labels at any time upon request by FedEx. (c) Customer will comply with any FedEx EPDI specifications and Customer may be subject to two random audits per year, depending on the type of Equipment being used to ensure that Customer's EPDI data is accurate and within FedEx EPDI guidelines. (d) Customer acknowledges that it is responsible for the purchase of supplies necessary to use certain Equipment provided by FedEx and will contact Customer's FedEx Account Executive to determine what, if any, supplies it must purchase for use of any Equipment. (e) Customer acknowledges that use of certain Equipment will require Customer to modify its internal computer systems from time to time, and Customer agrees to make such modifications at its expense pursuant to the instructions provided by FedEx from time to time, which instructions are incorporated into this Agreement by reference.

SECTION 4. CONFIDENTIALITY. Intentionally Omitted

SECTION 5. INSTRUCTIONS. Customer will follow all of FedEx's terms and instructions as provided from time to time by FedEx for services rendered by FedEx, including instructions in any user manuals, applicable Service Guides and on any help texts on the Equipment, which instructions are incorporated into this Agreement by reference.

SECTION 6. INVOICE ADJUSTMENTS AND REFUNDS. (a) Customer will comply with FedEx's terms and instructions as provided from time to time regarding invoice adjustments and refunds for services rendered by

FedEx, including in any user manuals, applicable Service Guides and on any help texts on the Equipment, which terms and instructions are incorporated into this Agreement by reference. FedEx may suspend or modify any money-back guarantees in the event of Equipment failure.

SECTION 7. MAINTENANCE, MODIFICATIONS AND ENHANCEMENTS. (a) FedEx in its sole discretion may repair, modify, replace or remove the Equipment in the event of Equipment failure. (b) FedEx may provide Customer with periodic Equipment changes, modifications, updates, or enhancements on diskette or otherwise, and Customer will implement such changes, modifications, updates or enhancements, in accordance with instructions and specifications provided by FedEx (c) If requested by Customer, FedEx may, in its sole discretion, provide limited installation and integration assistance or technical support with respect to Customer's installation and use of the Equipment. All such items in Section 7(a)-(c) being collectively referred to herein sometimes as "Limited Support Services".

SECTION 8. OWNERSHIP. The Equipment is and shall at all times remain the property of FedEx. Customer shall have no right, title or interest in the Equipment, and shall not allow any lien or encumbrance to exist on it. Customer will not deface, damage, move, export, transship, alter, reproduce, copy, decompile, reverse engineer, sell, lease, lend, disclose, transmit, or transfer the Equipment or any software therein. Customer shall bear all risk of loss or damage to the Equipment while in Customer's care, custody or control, except loss or damage caused by FedEx's negligent or intentional acts.

SECTION 9. TERM AND TERMINATION. (a) Unless terminated as otherwise provided, this Agreement will continue until terminated by either party upon written notice. Upon termination of this Agreement, Customer shall cease using the Equipment and return it to FedEx in the same condition as when delivered to Customer, normal wear and tear excepted. (b) In addition FedEx may, at its sole option, terminate this Agreement upon 30 days written notice to Customer, and remove the Equipment: (i) if Customer fails to ship a minimum number of shipments or packages per day as mutually agreed between the parties from time to time; (ii) if Customer breaches any provision of this Agreement. The provisions of Sections 4, 5, 6, 8, 10, 11, 12, 13, 14 and 15 of this Agreement shall survive the termination of this Agreement.

SECTION 10. TERMS AND CONDITIONS OF CARRIAGE. Intentionally Omitted

SECTION 11. DISCLAIMER OF WARRANTY. Customer expressly acknowledges and agrees that the Equipment and any Limited Support Services, if any, are provided for Customer's use free of charge and that Customer's use of the Equipment and such Limited Support Services is at Customer's sole risk. FedEx warrants that the Equipment will be free from defect on the day Customer receives it which constitutes FedEx's sole and exclusive warranty. FedEx makes no representation or warranty regarding Limited Support Service, if any, provided hereunder. FEDEX EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FEDEX DOES NOT WARRANT THAT THE EQUIPMENT OR THE LIMITED SUPPORT SERVICES, IF ANY, WILL MEET ALL OF CUSTOMER'S REQUIREMENTS OR THAT ITS OPERATIONS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT WILL BE CORRECTED. FURTHERMORE, FEDEX DOES NOT WARRANT NOR MAKE ANY REPRESENTATION REGARDING THE RESULTS OF CUSTOMER'S USE OF THE EQUIPMENT OR THE LIMITED SUPPORT SERVICES, IF ANY, IN TERMS OF CAPABILITY, CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION, REPRESENTATION OR ADVICE GIVEN BY FEDEX OR AN AUTHORIZED REPRESENTATIVE OF FEDEX SHALL CHANGE THIS WARRANTY OR CREATE AN ADDITIONAL WARRANTY.

SECTION 12. REMEDIES. In the event of a breach of the express warranty provided in Section 11 above, FedEx will replace the Equipment with replacement Equipment or, if not practical, supply Customer with another of FedEx's proprietary automated shipping products, if available; provided that Customer returns the defective Equipment to FedEx within thirty (30) days of the date Customer receives it. Customer acknowledges that this Section sets forth Customer's SOLE AND EXCLUSIVE remedy and FedEx's SOLE AND EXCLUSIVE liability for breach of warranty or any other duty.

SECTION 13. LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES THAT FEDEX IS PROVIDING THE EQUIPMENT AND ANY LIMITED SUPPORT SERVICES FREE OF CHARGE. UNDER NO CIRCUMSTANCES,

INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL FEDEX OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES IN TORT, CONTRACT, PRODUCT LIABILITY OR UNDER ANY OTHER THEORY OF LAW RESULTING FROM THE INSTALLATION OR REMOVAL OF THE EQUIPMENT, OR THE PROVISION OF ANY LIMITED SUPPORT SERVICES, OR CUSTOMER'S USE, OR INABILITY TO USE, THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, DATA, OR BUSINESS, AND DAMAGE TO CUSTOMER'S INTERNAL COMPUTER SYSTEMS, EVEN IF FEDEX, OR AN AUTHORIZED REPRESENTATIVE OF FEDEX, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF DAMAGES IS EFFECTIVE EVEN IF THE EXCLUSIVE REMEDY STATED IN SECTION 12 ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

SECTION 14. Intentionally Omitted.

SECTION 15. CONTROLLING LAW AND SEVERABILITY. (a) With respect to the Equipment, this Agreement shall be governed by and construed in accordance with the laws of the United States and the domestic laws of the State of California, without reference to its conflicts of law provisions. If for any reason a court of competent jurisdiction finds any provisions of this Agreement, or a portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the parties and the remainder of this Agreement shall remain in full force and effect. Any cause of action with respect to the Equipment must be instituted in a court of competent jurisdiction in the State of California within one year after the claim or cause of action has arisen or such claim will be barred. (b) Pursuant to 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable, the Equipment and any related materials and documentation are Commercial Items as defined in 48 C.F.R. 2.101 and are licensed to U. S. Government end users only as Commercial Items and only with the rights granted to all other end users as provided in this Agreement.

SECTION 16. COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between Customer and FedEx with respect to the Equipment and supersedes any prior or contemporaneous understandings, representations, statements or agreements, written or oral, regarding the Equipment. No amendment to or modification of this Agreement will be binding on FedEx without FedEx's written consent. FedEx may modify this Agreement at any time for any reason upon notice.

SECTION 17. VALIDITY OF AGREEMENT. This Agreement has been pre-signed by FedEx and shall only be binding upon FedEx when executed by Customer if Customer has made no additions, deletions or changes to the Agreement. No additions, deletions or changes by Customer will be effective upon FedEx unless Customer receives in writing FedEx's consent to such additions, deletions or changes. An executed facsimile copy of this Agreement will be binding on Customer and will be admissible evidence of Customer's agreement to the terms and conditions in lieu of an original signature copy.

FEDEX CORPORATE SERVICES, INC. CUSTOMER: State of California Department of General Services
AUTHORIZED REPRESENTATIVE

BARTON DAHMER

BY: AUTHORIZED SIGNATURE: _____

TITLE: _____

**ACCOUNT EXECUTIVE
EMPLOYEE #: 395975**

ACCOUNT NUMBER: 7054

AGREEMENT ID: n/a

GROUND SHIPPER NUMBER: 48228/20967

PROCESS ID: n/a

APPROVED LEGAL: LKM / 1.21.05 / 544951

Please fax this agreement to 888-879-6983