STATE OF UTAH – STATE COOPERATIVE CONTRACT
CONTRACT NUMBER MA065

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

United Parcel Service, Inc., an Ohio Corporation
Name

55 Glennlake Parkway, NE
Address

Atlanta GA 30328
City State Zip

LEGAL STATUS OF CONTRACTOR
[ ] Sole Proprietor
[ ] Non-Profit Corporation
[X] For-Profit Corporation
[ ] Partnership
[ ] Government Agency

Federal Tax ID# 36-2407381 Vendor # VC0000121163 Commodity Codes: 91559, 96244
Vendor Contact Person: Flo Matteo Vendor Phone #: 602-758-8654
Vendor Fax #: 602-233-4174 Vendor email address: fmatteo@ups.com

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

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

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

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

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

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

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

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

CONTRACTOR

Florence Matteo
Contractor's signature

UPS Director of Enterprise Accounts
Type or Print Name and Title

6-1-11
Date

STATE OF UTAH

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

DR

6/2/11
Date

Rev. 021909

ATTACHMENT A

WSCA STANDARD TERMS AND CONDITIONS

REQUEST FOR PROPOSAL
WSCA SMALL PACKAGE DELIVERY SERVICES
SOLICITATION # DR11031

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Wednesday April 20, 2011

Mr. Dan Reisner
Purchasing Manager, State of Utah
Western States Contracting Alliance
3150 State Office Building
Salt Lake City, Utah 84114-1061 USA

Dear Dan,

Thank you for this opportunity to clarify the UPS response to the Western States Contracting Alliance RFP (WSCA DR11031).

To do so, we have copied the text from your April 18, 2011 "request for best and final offer (BAFO)" letter below, and inserted the UPS clarifications, with accompanying attachments.

UPS looks forward to serving WSCA and becoming a prominent partner with the WSCA organization.

REQUEST FOR BEST AND FINAL OFFER (BAFO)

WSCA RFP DR11031

TO: Kurt E. Nelson UPS

RE: Proposal to Provide WSCA Small Package Delivery Services

DATE: April 18, 2011

The evaluation of responses to the Request for Proposal DR11031 has been completed. Per our telephone conversation of April 11, 2011 we are requesting a Best and Final Offer response to clarify and to also confirm prior communications received from UPS concerning this RFP. Specifically:

I. Reference UPS offer Page 46 #19. Please clarify response with regard to Attachment B of the RFP. Please provide a listing of UPS representatives, including email, phone and addresses, who will be assigned to the states listed that have signed Intents to Participate (ITP).

Please see below for the UPS clarification:

As UPS enterprise customers, Western States Contracting Alliance (WSCA) states will receive dedicated customer support and enhanced Web tools. The UPS Enterprise Account Team for each WSCA state will include the following:

Director of Enterprise Accounts Sales – provides vital strategic support to the state government and departments, local and municipality governments, state heath care institutions, colleges and universities, and others. With government specific expertise, the Director of Enterprise Accounts Sales will work effectively with the states, to develop proactive long-term solutions. Attached is a current listing of UPS Directors, including email, phone and addresses, which will be assigned to the states listed that have signed Intent to Participate (ITP)

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Enterprise Account Sales Team – consists of approximately 150 resources that will support individual locations, departments, municipalities, health care institutions, colleges and universities, as well as other entities within state governments. This team will work with the Director of Enterprise Accounts Sales, and provide updates on any needs, solutions, or assistance for all locations. The Enterprise Account Sales Team will work with state agencies and officials to offer proactive solutions and ensure customer satisfaction.

Enterprise Customer Support Team – manages each customer service inquiries across all participating states. State agencies and officials will communicate directly with a dedicated resource, in order to streamline the process and expedite inquiries or requests. UPS Enterprise Customers receive an enhanced level of customer service.

The Enterprise Customer Support team is positioned to expedite the inquiry process. State officials and personnel can utilize My UPS.com® to find detailed information concerning tracking, billing, claim status and other support inquiries. Communication to Enterprise Customer Support Team can be accessed at enterprisesupport@ups.com, or an individual can speak to a team member by calling the dedicated phone number which will be assigned to the account.

Enhanced Web Tools – provide additional access to information regarding at-a-glance billing, claims and support. Customize the requested information by viewing: My UPS.com® for those features that matter most to state agencies. Features include:

- At-a-Glance Billing
- Claims
- Online Support
- Scheduling a Pickup
- Ordering Supplies
- Creating a Shipment
- Tracking a Shipment
- Voiding a Shipment

II. Please confirm the following answers previously provided by UPS to the following Questions:

A. "Offer pages marked Confidential." UPS response "Confidentiality is Waived.

Please see below for the UPS clarification:

UPS has retracted the statement of "Confidential" that was previously indicated on the "non-guaranteed" rate chart attachment the RFP response.

A new PDF of our non-guaranteed rates, with that reference deleted, is attached here:

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B. Value Added Services/Other Charges (pickup charges). RFP requires no pick-up fees be charged. UPS response pickup fees were waived and new Table of Accessorial Incentives was submitted waiving charges.

Please see below for the UPS clarification

UPS has waived the pick up fees. Please reference the attached matrix below.

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C. Clarification that unless a Participating State or Entity first agrees, no software provided for the term of the WSCA Master Price Agreement will have any environmental fees automatically calculated, similar to a standard default, into the transportation costs. UPS response "This is a contractual service to which which an entity can choose to engage UPS with at their option.

Please see below for the UPS clarification:

There will be no environmental fees automatically calculated within the shipping systems provided. To use the UPS carbon neutral offering, the participating state or entity will have the ability to a check a box during the shipping process. UPS will then calculate the carbon impact and purchase high-quality certified carbon offsets on the state or entity behalf.

D. Mandatory requirement #3 – Carrier Service Guide pricing frozen for the first year of the Master Price Agreement. UPS response: UPS agrees to comply with this requirement.

Please see below for the UPS clarification:

UPS agrees to freeze the pricing for the first year of the agreement.

Sincerely,

Kurt E. Nelson
Director, Enterprise Account Sales

Tuesday, March 29, 2011

Mr. Dan Reisner
Freight Manager
State of Utah
Department of Administrative Services
3150 State Office Building
Salt Lake City, Utah 84114-1061 USA

Dear Dan,

Thank you for the opportunity to introduce our portfolio of services and solutions to the Western State Contracting Alliance (WSCA). UPS has made great advances in understanding areas of importance to state government. Last year, UPS was proud to be a Gold Level Sponsor at the NASPO conference in San Francisco. During the conference, several discussions focused on the importance of sustainability to state government. As a result of this, UPS conducted a state government webinar designed to assist states with their commitments to best practices for sustainability. We are pleased to announce that UPS will once again be a Gold Level Sponsor at the NASPO conference this year, in Boston. You can be confident that with your partnership with UPS, you are working with a carrier that offers superior service and solutions that are uniquely aligned with state government objectives.

We look forward to partnering with WSCA and implementing our business services and solutions in order to become the premier small package carrier for your organization. Summarized, the UPS offer includes:

- Reliability – comprehensive portfolio which offers more guaranteed, time-definite delivery options
- Competitive Rates – designed for state government small package characteristics
- Technology – for shipping, visibility, and billing; in order to make the most efficient process that will save state agencies money
- Dedicated Account Management – UPS offers a specialized team of logistics experts to manage state agencies requests and solutions

The UPS team of experts and I have put together a comprehensive response that addresses the requirements of the WSCA RFP. As your dedicated single point of contact, it is my commitment to ensure that the implementation process meets and exceeds all expectations throughout this partnership. As the world's largest transportation company, we continue to pride ourselves with the following corporate mission statement:

We serve the evolving distribution, logistics, and commerce needs of our customers worldwide, offering excellence and value in all we do.

It is our goal to demonstrate our efficiencies and solutions so our partners at WSCA understand at UPS, "We Love Logistics".

Sincerely,

Kurt E. Nelson
Director Enterprise Account Sales

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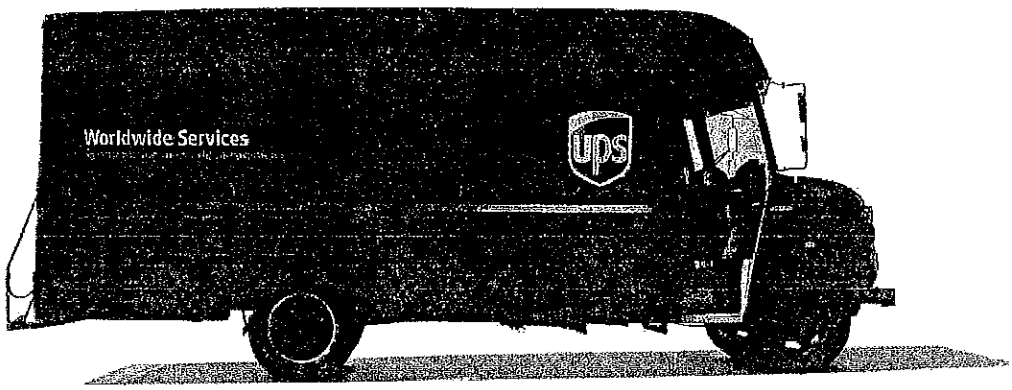
Executive Summary



UPS is uniquely qualified to meet the Small Package Delivery Service needs for Western States Contracting Alliance (WSCA). We offer an unmatched portfolio of domestic and international services with service to every address (100% of zip codes) in the 50 states and Puerto Rico. Our comprehensive portfolio offers more guaranteed, time-definite delivery options than anyone else. UPS has the capacity and experience to develop and implement large scale customized shipping (and logistics) solutions for WSCA, and we provide technology solutions and support, that assist our customers in managing their overall transportation processes, and spend.

With resources and funding becoming tighter for State Governments, UPS understands state administrators are being asked to do more, with less. This trend will likely continue for years to come. By partnering with UPS and our industry leading technology solutions, UPS will help meet this challenge.

UPS customers can utilize industry leading technology solutions for more efficient shipping, increased shipment visibility, and more streamlined billing solutions, that enable managers varying degrees of increased control and oversight.

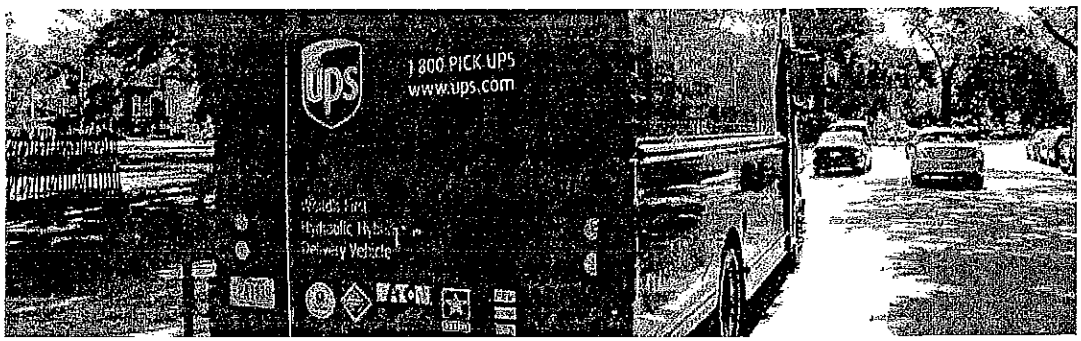
By capturing "package level detail" information electronically at the front of the shipping process via our fully integrated technology platform, UPS enables many process efficiencies, all the way through invoice payment and management reporting capabilities, for the ultimate purpose of better cost containment, and continuous process improvement.

The UPS network is extremely reliable, flexible and convenient for our customers. Packages in our system range from individual letters up to packages weighing 150 lbs. All packages in the UPS system are bar-coded and tracked. The barcodes on the UPS address labels are scanned up to seven times as the packages travel through our system; all of the tracking information from these scans is available to shippers on our website at www.ups.com. Packages can be tracked via a number of methods, and UPS provides tools that give State Government customers proactive visibility over all of their shipments.

UPS currently provides service to a wide range of State Government customers. We work with every entity of state government such as: state agencies, educational institutions, health care institutions, and local government. In addition to our broad government base, UPS also provides pickups to more than 1.2 million shippers per day, and we handle more than 14 million packages daily around the world.

Based on information contained in the RFP, as well as qualitative information that our considerable experience with state government tells us, we understand the following to be of particular interest, and considerable importance to your small package shippers:

- *Rates designed to meet state government needs*
- *Reliability of service offerings*
- *Broad portfolio of services to meet the various needs*
- *Supporting Technology that enable process efficiencies*
- *Quality of management and customer service processes*



Our proposal highlights our capabilities, and also our excitement to meet and exceed the requirements of WSCA through the services and support UPS provides. The UPS response positions value and solutions unmatched within the industry. We welcome all opportunities to demonstrate this commitment to you.

Some highlights of our offer include:

- Cost minimization –
    - We have provided WSCA with an aggressive price proposal that indicates our willingness to partner
    - We offer competitive Ground service to Alaska, Hawaii, and Puerto Rico from the contiguous U.S.
- Dedicated Solutions Support –
    - Mandatory and Optional reports will be provided at no additional cost. UPS can deliver business reports that will provide WSCA with the tools needed to make educated and cost effective transportation decisions.
    - UPS will provide dedicated resources with state government support experience to ensure a smooth implementation as well as efficient on-going management of WSCA business needs.
- Technology & Support –
    - To enable shipment accuracy and efficiencies
    - To provide easy and convenient shipment visibility
    - To enable billing efficiencies
    - To enhance business reporting capabilities
    - We offer a wide array of customized solutions as well

- Unprecedented Domestic Carrier Green Initiative – Carbon Neutral Shipping
- UPS has been at the forefront of transportation and logistics breakthroughs for over 100 years, and we are a great American success story.
- We run the world's largest transportation network, and only UPS has the capability to make that global footprint work for WSCA.
- UPS provides an integrated Ground and Air network. This means a single driver will make your pickups and deliveries. This also means from pick up to delivery, you shipment is always in UPS's direct control.

As requested in the RFP response guidelines, to be included in the Executive Summary, the following responses may be considered exceptions:

- Item #8
- Item #17

We truly believe that our proposal presents the best possible value to WSCA. Our mission will be to ensure that we offer the best service and competitive rates for state government shippers. We look forward to beginning a new relationship WSCA. One that truly provides the best value to WSCA and the participating states.

Thank you for Considering UPS.

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State Cooperative Contract

Supplier Response Form

State of Utah
Request for Proposal
State Cooperative Contract

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number
UPS Inc.	36-2407381	6539956-01

Ordering Address	City	State	Zip Code
55 Glenlake Parkway	Atlanta	GA	30328

Remittance Address (if different from ordering address)	City	State	Zip Code
3888 Cypress Drive	Petaluma	CA	94954

Type	Company Contract Person
☑ Corporation ☐ Partnership ☐ Proprietorship ☐ Government	Kurt Nelson

Telephone Number (include area code)	Fax Number (include area code)	Email Address
415-706-6111	n/a	knelson@ups.com

Discount Terms(for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)
30	60

Brand/Trade Name	Price Guarantee Period (see attached specifications for any required minimums)
UPS Inc.	90

Minimum Order	Company's Internet Web Address
N/A	www.ups.com

The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah.
Yes ☐ No ☑ If no, enter where produced, etc. N/A

Offerors Authorized Representatives Signature	Print or type name and title	Date
Kurt Nelson	Dir. Enterprise Acc	03.24.11

State of Utah Division of Purchasing Approval	Date	Contract Number
Kent Beers, Director		

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

NOTICE

Price Guarantee Period

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

UPS agrees to comply with these requirements.

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

UPS agrees to comply with these requirements.

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

UPS Agrees to comply with these requirements.

NOTE: "Authorized users" must have registered initially through the designated UPS enterprise account implementation process, or have been grandfathered in as a previously existing account on or before the inception of this new WSCA pricing agreement, in order that the proper intended incentives can be applied.

Qualification of Carriers

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

UPS Operating Permits

UPS represents that it is duly authorized and licensed by the appropriate regulatory agencies to operate and provide services as set forth in the UPS Rate and Service Guide. On the following pages, please see copies of the most relevant operating certificates.

24-26
(Rev. 10/84)

SERVICE DATE
NOV 20 1987

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC-115495 (Sub-No. 43)X*

UNITED PARCEL SERVICE, INC.
AN OHIO CORPORATION
DOWNERS GROVE, ILLINOIS

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these conditions will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

Noreta R. McGee
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

*Supersedes: Certificate No. MC-115495 (Sub-No. 43)X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except those of unusual value, commodities in bulk, classes A and B explosives, household goods as defined by the Commission, and those requiring special equipment), between points in Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Washington, Wisconsin, Wyoming, Pennsylvania, West Virginia, and Virginia, restricted to the following condition: No service shall be rendered in the transportation of any package or article weighing more than 70 pounds or exceeding 130 inches in length and girth combined or exceeding 108 inches in length, and each package or article shall be considered as a separate and distinct shipment.

Federal Aviation Administration

Air Carrier Operating Certificate

This certifies that

UNITED PARCEL SERVICE CO.
1400 North Hurstbourne Parkway
Louisville, Kentucky 40223

has met the requirements of the Federal Aviation Act of 1958, as amended and the rules, regulations, and standards prescribed thereunder for the issuance of this certificate, and is hereby authorized to operate as an air carrier in accordance with said Act and the rules, regulations and standards prescribed thereunder, and the terms, conditions, and limitations contained in the operations specifications.

This certificate is not transferable and, unless sooner surrendered, suspended or revoked, shall continue in effect indefinitely.

[illegible]

[illegible] 1PXA0978

[illegible] October 30, 1986
Reissued: July 30, 2004
[illegible] Louisville, Kentucky

CHARLES E. WHITLOCK
MANAGER, SO FSDO-01

Order 88-9-11

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
OFFICE OF THE SECRETARY
WASHINGTON, D.C.

Issued by the Department of Transportation
on the 21st day of September, 1988

Issuance of an effective certificate to UNITED PARCEL SERVICE CO. to engage in foreign charter air transportation under section 401 (d)(3) of the Federal Aviation Act	SERVED SEP 22 1988 Docket 44536

ORDER ISSUING EFFECTIVE CERTIFICATE

By Order 88-1-20, issued December 24, 1987, the Department granted United Parcel Service Co. (UPS) a certificate of public convenience and necessity to engage in foreign charter air transportation of property and mail. 1/ The certificate was to become effective on the sixth day after we had received from the Federal Aviation Administration a copy of the carrier's Air Carrier Operating Certificate and Operations Specifications authorizing such service.

On September 6, 1988, we received the FAA documents which authorize the carrier to engage in foreign air transportation operations. We also received a request from UPS to waive the six day condition and make its authority effective immediately.

After review of these documents, we decided to grant UPS's request and make its authority effective as of September 6, 1988. We orally advised the carrier of this action on that date, which we confirm here.

ACCORDINGLY, acting under authority assigned by the Department in its Regulations, 14 CFR 385.14 (ee):

1/ UPS also holds a domestic all-cargo air service certificate (issued by Order 87-12-61) and conducts operations under that authority.

1. The certificate of United Parcel Service Co. is reissued in the attached form to reflect the actual effective date; and

2. We will serve a copy of this order on the persons listed in Attachment A.

Persons entitled to petition the Department for review of this order, under 14 CFR 385.30, may file their petitions within 10 days of the date of service of this order. This order shall be effective immediately and the filing of a petition for review shall not alter its effectiveness.

By:

JOHN W. COLEMAN
Director
Office of Aviation Analysis

(SEAL)

Certificate of Public Convenience and Necessity for Charter Air Transportation

This certifies that

UNITED PARCEL SERVICE CO.

is authorized, subject to the provisions of Title IV of the Federal Aviation Act of 1958, as amended, the orders, rules, and regulations issued thereunder, and the attached terms, conditions, and limitations, to engage in foreign air transportation of persons, property and mail.

This certificate is not transferable without the approval of the Department of Transportation.

Issued by Order 89-9-44
On September 21, 1989
Effective on September 6, 1989

By Direction of the Secretary

Gregory S. Dole
Acting Assistant Secretary
for Policy and
International Affairs

Terms, Conditions & Limitations

UNITED PARCEL SERVICE CO.

is authorized to engage in foreign charter air transportation of property and mail:

Between any point in any State of the United States or the District of Columbia or any territory or possession of the United States, and any point outside thereof.

This authority is subject to the following provisions:

(1) The holder shall at all times conduct its operations in accordance with the regulations prescribed by the Department of Transportation for charter air transportation.

(2) The holder shall at all times conduct its operations in accordance with all treaties and agreements between the United States and other countries, and the exercise of the privileges granted by this certificate is subject to such compliance with such treaties and agreements and with any orders of the Department of Transportation issued under them, or for the purpose of requiring compliance with them.

(3) The exercise of the authority granted here is subject to the holder's first obtaining from the appropriate foreign governments such operating rights as may be necessary.

(4) The exercise of the privileges granted by this certificate is subject to any other reasonable terms, conditions, and limitations that the Department of Transportation may prescribe in the public interest.

(5) The holder shall maintain in effect liability insurance coverage as required by Part 205 of the Department's Regulations. Failure to maintain such insurance coverage as required by Part 205 renders a certificate ineffective and this or other failure to comply with the Federal Aviation Act or the Department's regulations shall be sufficient grounds to revoke this certificate.

SERVICE LIST FOR UNITED PARCEL SERVICE, CO.

Mr. Henry Kuhl
President
United Parcel Service Co.
51 Weaver Street
Greenwich Office Park 5
Greenwich, CT 06830

Mr. John W. Simpson
Mr. David L. Vaughan
Kelley, Drye & Warren
1330 Connecticut Avenue, N.W.
Suite 500
Washington, D.C. 20036

Mr. Daniel C. Beaudette
Manager, Air Transportation
Division, AFS-200
Office of Flight Operations
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D. C. 20591

Mr. Benjamin H. Tellison
Manager, Evaluation Staff, AFS-4
Federal Aviation Administration
800 Independence Avenue, S. W.
Washington, D. C. 20591

Mr. John M. Cassady
Assistant Chief Counsel, Regulations
and Enforcement Division, AGC-200
Federal Aviation Administration
800 Independence Avenue, S.W.
Washington, D. C. 20591

American Association of
Airport Executives
4224 King Street
Alexandria, Virginia 22302

Mr. Richard A. Nelson
Official Airline Guides
2000 Clearwater Drive
Oak Brook, Illinois 60521

Mr. Ronald R. Magadone
Regional Counsel
FAA Southern Region
Box 20636
Atlanta, Georgia 30320

Mr. Lee Wallace
Flight Standards District Offc
Federal Aviation Administrati
Bowman Field
Louisville, KY 40205

Mr. William M. Berry, Jr.
Manager
Flight Standards Division
FAA Southern Region
Atlanta, GA 30320

SERVICE DAT
NOV 20 1987

INTERSTATE COMMERCE COMMISSION

CERTIFICATE

No. MC-115495 (Sub-No. 45)X*

UNITED PARCEL SERVICE, INC.
AN OHIO CORPORATION
DOWNERS GROVE, ILLINOIS

This Certificate is evidence of the carrier's authority to engage in transportation as a common carrier by motor vehicle.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 1043); the designation of agents upon whom process may be served (49 CFR 1044); and tariffs or schedules (49 CFR 1300 through 1310, revised). The carrier shall also render reasonably continuous and adequate service to the public. Failure to meet these condition will constitute sufficient grounds for the suspension, change, or revocation of this authority.

This authority is subject to any terms, conditions, and limitations as are now, or may later be, attached to this privilege.

For common carriers with irregular route authority: Any irregular route authority authorized in this Certificate may not be tacked or joined with your other irregular route authority unless joinder is specifically authorized.

The transportation service to be performed is described on the reverse side of this document.

By the Commission.

(SEAL)

Noreta R. McGee
Secretary

NOTE: If there are any discrepancies regarding this document, please notify the Commission within 30 days.

*Supersedes: Certificate No. MC-115495 (Sub-No. 43)X

To operate as a common carrier, by motor vehicle, in interstate or foreign commerce, over irregular routes, transporting general commodities (except those of unusual value, commodities in bulk, classes A and B explosives, household goods as defined by the Commission, and those requiring special equipment), between points in Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota, Tennessee, Texas, Utah, Washington, Wisconsin, Wyoming, Pennsylvania, West Virginia, and Virginia, restricted to the following condition: No service shall be rendered in the transportation of any package or article weighing more than 70 pounds or exceeding 130 inches in length and girth combined or exceeding 108 inches in length, and each package or article shall be considered as a separate and distinct shipment.

Insurance

UPS can provide proof of insurance to WSCA for all drivers, employees, agents and vehicles. UPS does not bond our employees, but we have a strict crime policy that covers employee theft. Performance bonding is available under special circumstances. The following coverage detail has been provided for demonstration purposes only as a part of our proposal submission. Upon the execution of a contract, we would work with our Risk Management department to send copies of our insurance certificates as they pertain to the operation performed for WSCA.

NOTE: Severability Liability Notice - The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligation.

Auto Liability Insurance for UPS			
Includes Coverage for: UPS Capital, Customer Solutions and MBE			
UPS	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
Auto Liability (All owned, non-owned and hired) (All other states)	$1,000,000	01/01/2011-01/01/2012	Liberty Mutual Fire Insurance Company Policy # AS2-C21-004175-331 (All Other States) Policy # AS1-C21-004335-261 (US Virgin Islands) Policy # AS2-C21-09036-211 (AK, CA, CO, HI, IA, ID, KS, MN, MO, MT, ND, NE, NV, OR, SD, UT, WA, WY) Policy # AV2-C21-004335-241 (RI, VA)

Misc. Professional Liability Insurance			
This verification is issued as a matter of information only. The coverage afforded by the policies listed below are subject to the policy terms, conditions, limitations, exclusions and deductibles. This verification does not amend, extend or alter the coverage afforded by such policies.			
Includes Coverage for: UPS Capital, Customer Solutions and MBE			
UPS	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
Misc. Professional Liability	$1,000,000 (each loss & aggregate)	07/20/2010-07/20/2011	Chubb Policy # 8210-4575

General Liability Insurance			
This verification is issued as a matter of information only. The coverage afforded by the policies listed below are subject to the policy terms, conditions, limitations, exclusions and deductibles. This verification does not amend, extend or alter the coverage afforded by such policies.			
Includes Coverage for: UPS Capital, Customer Solutions and MBE			
UPS	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
General Liability Includes: Products/Completed Operations, Bodily Injury and Property Damage Liability and Personal Injury	$1,000,000	01/01/2011-01/01/2012 (Occurrence Basis)	Liberty Mutual Fire Insurance Company Policy # TB1-C21-004175-281 Policy # TB1-C21-092036-141 (AK, CA, CO, HI, IA, ID, KS, MN, MO, MT, ND, NE, NV, OR, SD, UT, WA, WY)

Cargo Legal Liability for UPS SCS Customers (includes E & O Coverage)			
This verification is issued as a matter of information only. The coverage afforded by the policies listed below are subject to the policy terms, conditions, limitations, exclusions and deductibles. This verification does not amend, extend or alter the coverage afforded by such policies.			
Includes Coverage for: Worldwide Dedicated Service, UPS Ground Freight, and UPS Cartage Services (Subject to applied tariff)			
UPS Supply Chain Solutions	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
Cargo *Note: Includes Motor Truck Cargo Liability and E & O Coverage	Varies (Based on the contract)	06/01/2010 - 06/01/2011	UPINSCO UPI 10004-10

Cargo Insurance			
This verification is issued as a matter of information only. The coverage afforded by the policies listed below are subject to the policy terms, conditions, limitations, exclusions and deductibles. This verification does not amend, extend or alter the coverage afforded by such policies.			
Includes Coverage for: UPS Capital, Customer Solutions and MBE			
UPS	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
Cargo ***Note:** Subject to UPS's Service Guide requirements as to loss of package plus declared value amount	Statutory and $1,000,000	01/01/2011 - 01/01/2012	Liberty Mutual Fire Insurance Company KO1-621-092036-031

Workers Compensation Insurance for UPS Supply Chain Solutions			
Includes Coverage for: Worldwide Dedicated Service, UPS Ground Freight, and UPS Cartage Services (Subject to applied tariff)			
Includes Coverage for: UPS Cartage Services, UPS Ground Freight, and Worldwide Dedicated Services			
UPS Supply Chain Solutions	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
Workers Compensation and Employers Liability	Statutory and $1,000,000	01/01/2011-01/01/2012	Liberty Mutual Fire Insurance Company Policy # WC7-C25-004335-481 (AK, AZ, DE, HI, IA, ID, KS, MI, MS, MT, NE, NH, NM, NV, OR, SD, WI) Policy # WC5-C25-004335-961 (AR, CT, IN, KY, ME, MN, MO, RI, UT, VT) Policy # WC5-C2D-092036-161 (CO, GA, NV, PA, TX) Policy # WA7-C2D-004335-471 (AL, CA, DC, FL, IL, LA, ND, NC, NJ, OK, SC, TN, VA) (EL coverage for MA, ND, OH, WA, WV, WY) Policy # WA7-C2D-092036-231 (DBA Coverage) Policy # EL1-C21-092036-181 (PR)

Workers' Compensation Insurance for UPS			
Includes Coverage for: UPS Capital, Customer Solutions, and MBE			
This verification is issued as a matter of information only. The coverage afforded by the policies listed below are subject to the policy terms, conditions, limitations, exclusions and deductibles. This verification does not amend, extend or alter the coverage afforded by such policies.			
UPS	**Limits of Liability**	**Policy Period**	**Insurance Companies and Policy Numbers**
Workers Compensation and Employers Liability	Statutory and $1,000,000	01/01/2011-01/01/2012	Liberty Mutual Fire Insurance Company Policy # WC7-C25-004175-241 (AZ, DE, MI, MS, NH, NM, WI) Policy # WC5-C25-092036-091 (MN, MO, UT) Policy # WC5-C25-004335-971 (AR, CT, IN, KY, ME, RI, VT) Policy # WC7-C25-092036-081 (AK, HI, IA, ID, KS, MT, NE, NV, SD, OR) Policy # WA7-C2D-092036-111 (CA) EL (ND, WA, WY) Policy # WA7-C2D-004335-051 (AL, DC, FL, LA, IL, MD, NJ, NC, OK, SC, TN, VA) EL for (OH, WV, MA) Policy # WA7-C2D-092036-011 (DBA Coverage) Policy# WA5-C25-090036-241 (GA, NY, PA, TX) Policy # EL1-C21-004335-781 (VI, PR) EL
Excess Workers Compensation	Statutory	01/01/2011-01/01/2012	Liberty Mutual Fire Insurance Company Policy # EW7-62N-004271-621 (OH, WA, WV) Policy # EW7-62N-004335-851 (MA)

Mandatory Requirements

1. Provide firm rates for one year.

   UPS agrees that our rate proposal, once accepted, will be held firm for one year.

2. Fuel Surcharge.

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

   UPS agrees to modify our standard fuel surcharge language consistent with WSCA requested adjustment, to a cap of 7% annually, per the custom Fuel surcharge matrixes, which have been completed and included as part of the UPS response to the WSCA RFP request.

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

   Major portions of rate and fee related services have been made part of this offer as custom, and so, comply with our understanding of the intent of this statement. However the UPS Rate and Service Guide is offered as part of our overall proposal, and therefore those rates and fees not specifically itemized in the pricing proposal, shall remain part of the provisions set forth in the UPS Rate and Service Guide in effect at the time of shipping.

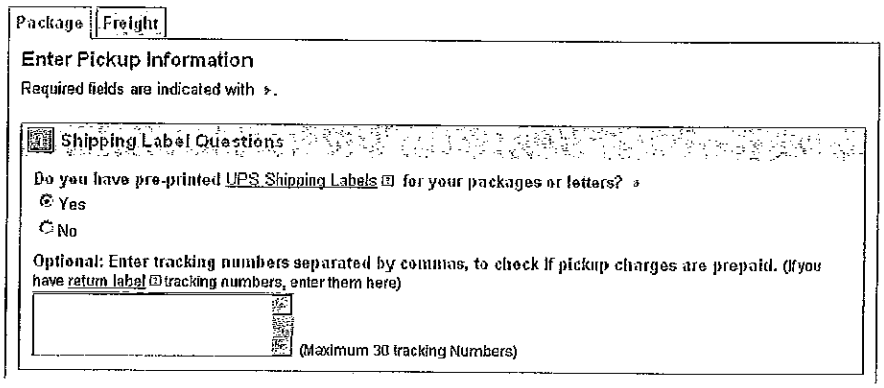
4. No pick-up charges or weekly service charges shall be assessed for air or ground shipments tendered to the Carrier due to aggregate WSCA volume anticipated. There shall be no required minimum number of packages per trip, per day, per week or per month. No pickup charge may be assessed in addition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

   UPS agrees to apply no weekly service charge, or pick up charges. In order to mitigate unnecessary expenses, and to encourage appropriate community sensitive "sustainability" practices, we encourage the use of UPS Smart Pick Up service wherever daily pick up service is not the required option. UPS Smart Pick Up Service will allow WSCA the convenient and efficient on line request for pick up(s) when needed, and avoid the unnecessary expending of resources to stop by to check for outbound shipments, when not needed.

   Our objective in servicing the WSCA operation is to be available whenever needed. We will work with WSCA to ensure routine pick up(s) and delivery of packages Monday through Friday. If needed, we can also pick up packages for WSCA on Saturdays (for all air services) and will deliver UPS Next Day Air® and UPS 2nd Day Air® packages on Saturday (for an additional fee).

UPS On-Call Pickup®

UPS On-Call Pickup® is available to WSCA with any UPS service you select for your shipments, including air, ground, and international shipments or services. This service will give WSCA the convenience of having shipments picked up simply by scheduling pickup via ups.com® or by calling 1-800-Pick-UPS®. In most cases, UPS On-Call Pickup supports same-day or next-day pickup requests submitted online, or over the phone. In order to ensure accurate pick-up, we would ask WSCA to allow at least one hour between the request and pickup time.

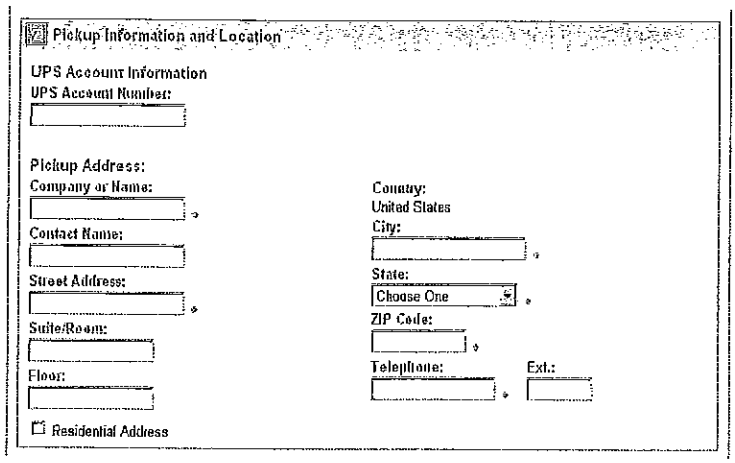


NOTE: Cutoff times for pickups vary by location.

Scheduled Pickup Options

UPS can offer WSCA several convenient automatic scheduled pickup options. We believe the ideal situation for WSCA would be to have one UPS driver will pick up all of your packages including ground, air and international helping to reduce WSCA Authorized User's and UPS's carbon footprint.

- *Daily Pickup* – Once a day at a scheduled time, Monday through Friday, to pick up ground, air or international shipments. This option is ideal for frequent shipments.
- *Daily On-Route Pickup* – This would occur once each business day while making deliveries in your area. We could stop and pick up for WSCA even if your location was not receiving deliveries.



- *UPS Smart Pickup℠* – Using this option, all WSCA would do is simply process a shipment before the notify time using UPS WorldShip®, UPS Internet Shipping, or UPS CampusShip®, and a UPS driver would automatically be notified to make a UPS Smart Pickup the same day.
- *Day-Specific Pickup* – This option allows WSCA to arrange pickups on the days that you determine are the most effective for you (1-4 days)

UPS managers and drivers are trained to make pickups within 15 minutes of the scheduled pickup time—allowing a 30-minute window in their schedule. We will continually work with WSCA to ensure the best pickup time for each of your locations.

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

UPS agrees to comply with these stipulations. The use of UPS services under this agreement will require the existence of a UPS shipper number that is known as a shipper number under the WSCA pricing agreement. This will be established by either the pre-existence of the shipper number as a state account, therefore having been grandfathered in during the implementation process of a participating state engagement, or the issuance of a new shipper number, under the procedures set forth to establish a new shipper accounts, to participate under this agreement. Provided the account is a know shipper to UPS, under the WSCA pricing agreement, UPS will provide necessary pick up and delivery services, as well as bill the account holder in a manner that has been agreed upon with that account.

UPS shipper accounts will be established as part of the implementation plan and process for all locations known at that time (there will be a dedicated implementation manager that will work collaboratively with State representatives, once the P.A. is negotiated and executed, to develop detailed implementation plans. Account set up for known shipping locations is one of these items).

In addition, shipper accounts can be opened at any point in time, corresponding to business rules agreed upon during the implementation process, by calling the dedicated WSCA support phone number (to be established), or via the dedicated email address (also to be established). By providing some of the basic information required to set up and administer to the account, and new user can easily and quickly begin benefiting from UPS services and business solutions.

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

   UPS agrees, and has provided a complete set of rate charts for all services offered as part of the UPS response to the WSCA RFP request.

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

   Most of our parcel delivery services are subject to a money-back guarantee. Specifically for WSCA, 30 days will be allowed.

   If UPS fails to attempt delivery within the guaranteed time, we will on request, refund or credit WSCA with the shipping charges (or the proportionate part of those where only some of the packages in a shipment fail to meet the applicable time), provided that the following conditions are fulfilled:

   a) Shipping documentation must have been correctly completed and the relevant package must bear either the paper labels produced by UPS online shipping solutions correctly contained in a UPS pouch or a manually produced UPS Waybill or, in the case of multiple package shipments, a complete UPS pouch on each package in the shipment or a UPS tracking and address label showing the receiver's correct name, delivery address and postal code;

   b) Any other documentation required by the country of origin or destination or any country of transit must be fully and accurately completed and included with the package;

   c) If applicable, the package must bear a Saturday delivery routing label (for destinations to which this service is available);

   d) The shipment must have been tendered to UPS on or before the latest pickup time specified by us for money-back guaranteed delivery;

   e) You must have notified your request for claim to UPS in writing or by telephone within 15 days from the date of scheduled delivery and advised us of the receiver's name and address, date of shipment, package weight and the UPS tracking number

   f) The shipment must not require additional handling as described in the Additional Handling Charge section of the UPS Rate and Service Guide &/or at **www.ups.com**.

   The guarantee does not apply when late delivery results from the package not complying with the service restrictions and conditions set out in our terms and conditions of carriage, from events beyond our control (force majeure) or due to any suspension of carriage or the exercise of any lien in accordance with our terms and conditions.

With respect to ground freight services, UPS Freight offers a day-definite, on-time guarantee for our standard LTL service at no additional cost. The guarantee applies to shipments rated on the current UPS Freight tariff (UPGF 560 or UPGF 525). This guarantee assures that your LTL freight shipment will arrive on time or you may request for your freight charges to be waived. No special labeling or notation on the bill of lading is required. The guarantee applies to direct point shipments moved within the continental U.S. and between the U.S. and Canada. UPS Freight also offers a guaranteed option, available for an additional fee, to those customers whose shipments are not rated on the current UPS Freight tariff. Finally, UPS Freight LTL Urgent offers an array of guaranteed services for shipments that have specific time-definite needs (e.g., delivery at 10:30 a.m.) or for shipments requiring faster than standard time-in-transit; (e.g., delivery one or two days faster).

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

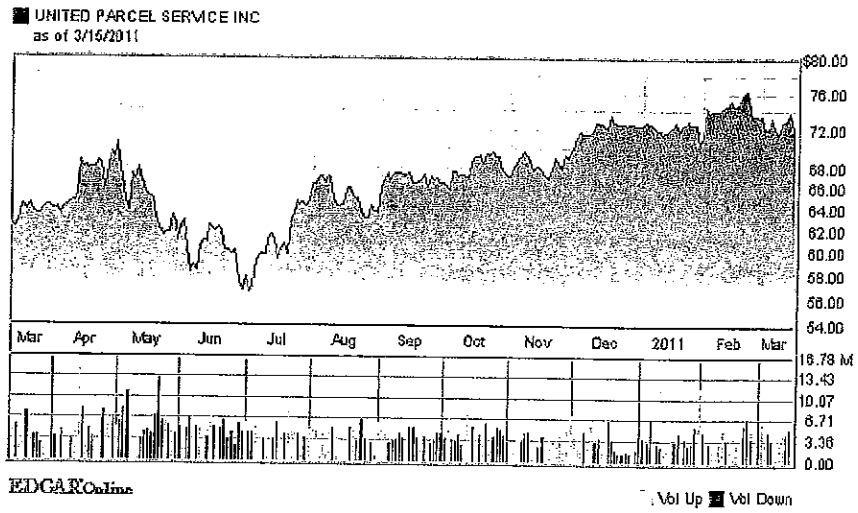
The terms and conditions set forth in the UPS Rate and Service Guide and the UPS Tariff/Terms and Conditions of Service in effect at the time of shipping are each incorporated herein by this reference. The UPS Rate and Service Guide and UPS Tariff/Terms and Conditions of Service are periodically updated and are available at **http://www.ups.com** and local UPS offices. In the event of any conflict between the terms and conditions set forth in this Agreement on the one hand, and the UPS Tariff/Terms and Conditions of Service and UPS Rate and Service Guide on the other hand, the terms and conditions set forth in this Agreement shall control.

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

UPS' ability to demonstrate a strong history of performance within the transportation sector is unmatched. UPS has more than 100 years of service experience. To remain successful for such a long time, we had to earn the respect and loyalty of those who do business with us. From our inception in 1907, UPS has grown into a $45 billion corporation by meeting our customers' requirements, building an unrivaled global infrastructure and rapidly advancing our technological capabilities. UPS has a proven history of serving our customers in ever-changing environments because we continuously enhance our service offerings and embrace innovation.

The foundation of our business is our reputation for operational excellence. UPS has built a fully integrated international, air and ground delivery network that is the backbone of our company.

UPS initially grew by concentrating on package delivery in the United States and then in Canada, expanding to reach every address in the 50 states and all 10 Canadian provinces. We built an airline from the ground up and undertook a global expansion that brought service to more than 220 countries and territories. More recently, UPS has expanded into the freight industry, becoming a leader in moving palletized shipments through the air and on the road.



UPS has leveraged decades of experience and growth, strategic acquisitions and information technology investments to position us to serve our customers' global business needs. Today, UPS is a global leader in synchronized commerce, with supply chain capabilities that extend our reach into finance, logistics, customs brokerage, freight, and electronic commerce. For additional information regarding the financial stability of UPS, please reference our annual report which can be located at: **http://www.investors.ups.com**.

Reliability is the cornerstone of the UPS brand promise; however, it is against our corporate policy to provide our total company shipment integrity rate. UPS guarantees on-schedule delivery of each package shipped. UPS has been ranked very high in customer satisfaction for domestic air, ground, and international delivery according to JD Power and Associates® Small-Package Delivery Service Business Customer Satisfaction Study. Our own rigid measurement systems consistently show on-time performance for both air and ground services to be near or above 99 percent.

On request, we will furnish you a monthly performance report for your UPS shipments. UPS technology provides you full visibility of your UPS packages in transit and delivered. Our standard reports list volume, transportation expense, and on-time performance by either a division or specific location.

With regards to your heavy weight freight shipments (LTL), we measure on-time performance as shipments delivered late from total shipments delivered (as a system or to a particular customer). Exceptions include such events as weather delays, appointment shipments, customer pickups, wrong addresses, customs delays, etc.

On-time delivery is measured by meeting our published transit times. Exemptions from service calculations are weekends, holidays, inclement weather, accidents, and Acts of God.

Our own rigid measurement systems consistently show on-time performance to be near or above 97 percent. Furthermore, UPS Freight's commitment to reliability is demonstrated by an on-time guarantee, launched in January 2008. If your shipments are moving between direct service points within the 48 contiguous states and are rated on the current UPS Freight® tariff (UPGF 560), the guarantee assures that your freight will arrive on time, or you may request that your freight charges be waived. We can also provide you with your on-time performance rates if requested.

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

UPS provides service to all ZIP codes in the United States.

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

Quality and performance are important factors WSCA will use when making decisions regarding vendors. Many view UPS's operational organization as "best in class," and our own internal quality system is widely recognized for its effectiveness. In order to satisfy eight million customers every day, a superior organizational system is critical.

Our Corporate Quality Policy states: *"We serve our customers through a total commitment to service excellence and customer satisfaction. With this commitment, we will ensure quality products and services to both our internal and external customers. Through the involvement of our people, we will continuously improve our products, processes, and systems with teamwork, innovation, and leadership."* We have consistently been a leader in process improvement. Our companywide standards for operational efficiency and quality remain a benchmark in our industry. The following groups and processes highlight UPS's commitment to quality and service excellence.

Operational Excellence Managers

To ensure the quality of our service, UPS has assigned an Operational Excellence Manager to every UPS region and district throughout the U.S. and internationally. These individuals are responsible for monitoring performance indices such as time-in-transit, shipment integrity, tracking data accuracy, as well as damage and claim occurrences. Operational Excellence Managers are responsible for identifying problem areas and then working with our operational groups to resolve and eliminate problems. We hold them accountable for generating improvements in all of the indices that they track. Customer-focused service results have improved year-to-year in part due to the involvement of the Operational Excellence staff.

Total Quality Management

We have instilled the UPS approach to total quality management within all levels of management and non-management through a program called "Think like a Customer." This philosophy applies to both internal and external customers. Every UPS employee is the customer of the preceding operation, so every employee's goal is to "Think like a Customer" and to ensure that the quality of his or her work meets the expectations of the next operation. By generating this behavior throughout the distribution chain, we assure the satisfaction of the ultimate customer.

Balance Scorecard

UPS uses a variety of internal indices that measure the quality of our work. The main internal control is the Balanced Scorecard. This is a comprehensive measurement system used to

monitor overall company performance in four perspectives: customer, people, financial, and internal business. We select specific, measured elements for all organizational levels and functions. The following is a list of some of UPS's measured indices on the scorecard:

- Delivery Claim Frequency
- Origin Damages
- Total Customer Concerns, Service Level Agreements and Customer Second Requests
- Customer Volume Retention - Domestic
- Customer Volume Retention - International
- Reliability (Index)
- Origin Scan Frequency (scans in UPS facility after we have made the pickup)
- Intermediate Scan Frequency (scans associated with package after it departs origin UPS facility)
- Delivery Scan Frequency (service provider scan)
- Total Time-in-Transit
- Next Day Air Time-in-Transit
- Second Day Air Time-in-Transit
- Ground Time-in-Transit
- International Time-in-Transit
- Part Time employee turnover
- Employee Relation Index
- Volume plan versus actual
- Expense plan versus actual
- Profitability Index
- Operation productivity
- Package Level Detail

Based on the results of these metrics and assessments, UPS Operational Excellence Managers work with our operations group to isolate and correct any recognized issues in our system.

Consolidated Service Center Quality Control Group

The Consolidated Service Center Quality Control Group works with our phone center operations and is the control element for phone center service levels. Their responsibilities include:

- *Call Monitoring* – This group has an active schedule of call monitoring to help evaluate the overall effectiveness of our customer service representatives.
- *Transaction Assessment* – This procedure provides constant feedback about documented customer transactions. We return documentation with errors to the Consolidated Service Center sites to allow management an opportunity to follow up on inaccurate information.
- *Data Integrity Reports* – These reports provide a monthly assessment on the quality of information captured and released in our operations.

Service Recovery Program

Our Service Recovery Program is a quarterly sampling that uses the Customer Concerns Resolution Survey (CCRS). We use the results to provide a top-down comparison from corporate to region to individual district level. This is vital for making quality gains in customer satisfaction.

Customer Satisfaction Program

The UPS Customer Satisfaction Index (CSI) facilitates the continuous monitoring and measurement of customer satisfaction, relationship, loyalty, and value. The CSI measures customer satisfaction for UPS and two major domestic competitors – FedEx and the United States Postal Service (USPS).

We use CSI results to define specific actions to improve our service to our customers. More than 59 key elements are grouped into 15 major categories, all defined by the "voice of the customer." Our customers decide which key attributes make up the elements that best determine customer satisfaction. Each year, an independent service collects more than 2,500 customer interviews upon which we base our CSI results. We closely track and monitor these results and can further categorize the fifteen major categories into four key areas of customer perception. These areas are:

- *Core Services* – delivery and pick up reliability, visibility of shipments and technology solutions
- *Personnel* – account representatives, drivers and customer service representatives
- *Price and Value* – competitive rates, quality services at reasonable prices and flexibility
- *Ideal Carrier* – honest, trustworthy and caring

Measured performance

Besides the traditional on-time performance measure of delivery by service level and customer, we measure customer satisfaction and our "Think like a Customer" effectiveness through the Customer Satisfaction Index (CSI). The CSI asks shippers to rate UPS and competitors on service attributes such as:

- Meeting their scheduled delivery day and time
- Being willing to go the extra mile
- Treating you as a valued customer
- Quality services at reasonable prices
- Accepting responsibility and ownership for issues and or problems
- Providing real-time detailed visibility information from pickup through delivery

We track employee satisfaction using the Employee Relations Index (ERI). The ERI contains the opinions of all workgroups. Each supervisory group can review their performance as related to their individual employees.

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

UPS Response: For UPS and all of its business units, image is very important. Our appearance guidelines and professional practices reflect our pride in our tradition of service excellence. Distinctively uniformed UPS drivers and our well-maintained brown vehicles, seen by millions of people every day, reflect the quality of service we provide. All UPS drivers are required to wear the appropriate uniform and possess a UPS company photo ID. UPS will work with WSCA Authorized Users in securing any necessary building clearances for UPS service providers.

Drivers will comply with the specific security requirements of the customer and the customer's local operations.

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

UPS acknowledges and complies with this requirement.

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

Carrier shall, at no additional charge, provide Authorized Users with label printers, labels, etc. or the ability to print labels that are required to prepare articles for shipment. Offeror shall describe its program for providing such printers, including its lease terms and conditions or the ability to print labels.

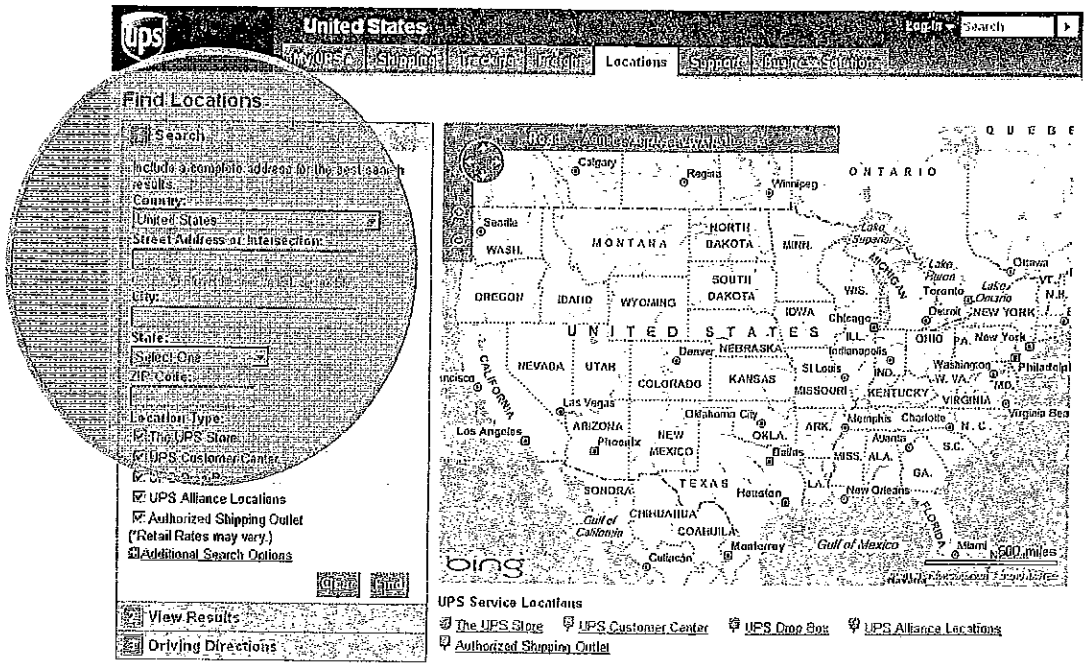
UPS acknowledges and complies with this requirement.

UPS has procedures in place to establish new accounts for the WSCA operation. New account requests can come in the following ways:

1. As part of the implementation process delineated in section 18 below
2. Outside the implementation process via Phone call to the 800 number to dedicated for WSCA purposes
3. Outside the implementation process via email to email address set up for WSCA purposes
4. Through communication with their local UPS representative
    a. In any of the options 2 – 4, trained and knowledgeable UPS personnel will gather the necessary account information
    b. Complete the account set up request form
    c. Flow to the Director of Enterprise Account Sales for approval
        i. At this point, there may or may not be a requirement to gain approval from an authorized state representative
    d. The new accounts will be established, attached to the state "parent" (master account) account, and state "bid" (pricing agreement)
    e. Within 7 – 10 days the new account will be properly attached and the incented rates will be effective

UPS Drop Box / Flexible Shipping Options

With the UPS Drop Off Locater tool (**http://www.ups.com/dropoff?loc=en_US**) at ups.com, finding an authorized shipping location could not be easier.



Note: Locations, hours of operation, and pickup times may change periodically. A government issued photo ID is required when shipping or picking up a package at a UPS Customer Center. Retail Rates may vary.

In addition to our 94,000 drivers, UPS offers customers a wide range of access points through drop boxes, retail outlets, and customer centers. Customers can find local access points by calling 1-800-PICK-UPS® or accessing the UPS Drop-Off Locator online at ups.com®. UPS offers approximately 154,000 access points:

- 94,000 UPS Drivers
- 4,700+ The UPS Store™ and Mail Boxes Etc.® Locations. The UPS Stores are retail outlets that offer WSCA Authorized Users and small businesses a wide range of products and services in one convenient location. Other services include:
  - Convenient drop off site for customers on the go, with the ability to have shipments delivered to the store to be held for pick-up
  - Document and Mailbox Services
  - Packing Services & Packaging Supplies
  - Notary Service
- 1,000 UPS Customer Centers
- 16,000 Authorized Shipping Outlets
- Nearly 40,000 UPS Drop Boxes. With later pickup times and nearly 40,000 locations, UPS Drop Boxes provide convenience, security and ease of use to meet the demands of your busy schedule. UPS Drop

Boxes accept all UPS service levels 24 hours a day, seven days a week in a secure location.

Features

- Ship to domestic and international locations
- Get many necessary shipping supplies right at your nearest UPS Drop Box
- Declare a value for packages to a maximum value of US$500 per package
- Note: Dimension, high value, and hazmat shipment restrictions apply
- Package Size Limit: 16" x 13" x 3"

Benefits for WSCA

- All UPS service levels are accepted at UPS Drop Box locations
- Access UPS Drop Boxes 24 hours a day, seven days a week
- Get later pickup times than with your regularly scheduled pickup
- Use UPS Drop Boxes as a single source for everything you need to make last-minute shipments

Shipping Supplies

UPS offers a broad range of package manifesting software and hardware for our customers. UPS will provide hardware (label printers, labels, etc.) as required to meet the shipping needs of WSCA Authorized Users. We will work closely at the local level with shippers to ensure they have either the software or hardware that they need.

We provide UPS packaging free of charge to UPS account holders for select air and worldwide express services. This packaging is specially designed for documents, charts, and small packages.

- *Express Envelopes* – Letter and legal sized express envelopes are perfect for your urgent documents.
- *Express Paks* – Regular and padded express paks are ideal for large reports or heavy documents.
- *Boxes and Tubes* – Express boxes and tubes are great for a variety of shipments.
- *Forms* – Forms are available for various UPS shipping services.
- *Labels* – UPS can provide shipping labels for all UPS shipping services. WSCA Authorized Users may also print labels by using ups.com® or UPS WorldShip®.

You can order these items via ups.com®. Delivery is available only within the United States and we send supplies from the nearest supply location, usually taking one to three business days for delivery.

Customer Technology Program

With a package and/or freight revenue commitment, UPS offers a unique program called the Customer Technology Program. he Customer Technology Program enables our customers to receive subsidies towards the purchase of computer hardware and software from approved vendors. All vendor-supplied hardware is UPS WorldShip® compatible, and all PCs have UPS WorldShip preinstalled. The following vendors offer UPS-negotiated discounts to program participants.

- Lenovo®
- HP
- Dell®

- Fairbanks (Scales)Mettler Toledo (Scales)
- Symbol® via Stratix Corp. (Scanners)
- Honeywell (Scanners)
- Zebra Technologies (Printers)
- LabelMaster (Hazardous Material Processing Software)
- Dangerous Goods Council (Hazardous Material Processing Software)
- ConnectShip (UPS Toolkit/ ConnectShip Advisor)
- V-Technologies LLC (ShipGear)
- Trackpad (Internal delivery monitoring software)
- NRG for Mac

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

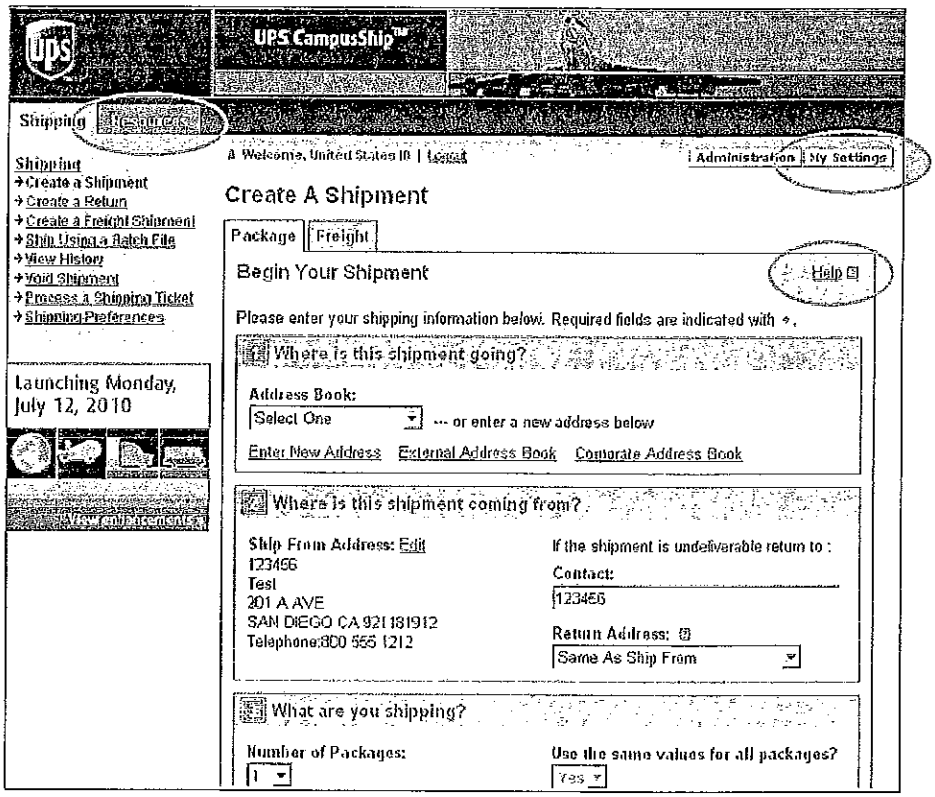
UPS has many options to offer WSCA for automated shipping, tracking, rate quoting, address corrections, label creation and invoicing systems. UPS Customer Solutions State Government team will work closely with WSCA Authorized Users to ensure the optimal shipping solution is deployed.

UPS WorldShip® Hardware/Software

This is UPS' full-featured, Windows-based shipping solution (either hardware/software or software only options) used primarily by customers with a mail room or warehouse shipping environment. WorldShip® gives you access to the complete range of UPS services (small package and freight) and are ideal for customers with high volume shipping and/or integration needs. Here are some of the ways that WorldShip can simplify shipping:

- Process UPS package and freight shipments using a single application
- Street-level address validation
- View your negotiated UPS rates with each shipment
- Ability to print shipment/package documentation labels
- Ability to print "smart" shipping labels with two printed reference numbers and one bar-coded reference number or a company logo
- Connect WorldShip to your customer service and accounting systems to streamline business processes
- Import and export of shipping data to/from other business applications with OnLine Connect functionality including a "hands-off" shipping option
- Shipping profiles to customize preferences and defaults
- Print international shipping and dangerous goods documentation without the need for additional software
- Shipping history with tracking and signature proof of delivery through UPS.com
- Ability to process shipments with a future pickup date
- Configurable shipment detail report

- WSCA Authorized Users can easily track UPS packages through their UPS WorldShip shipping software or hardware
- Send Quantum View® e-mail notifications to let you and your customers know where shipments are and when they will arrive
- Expedite shipment processing by customizing default settings to match your shipping preferences
- Distribution list processing
- Local Area Network installation to support multiple workstations
- UPS CampusShip®– Add centralized control to costs while maximizing individual productivity



CampusShip features

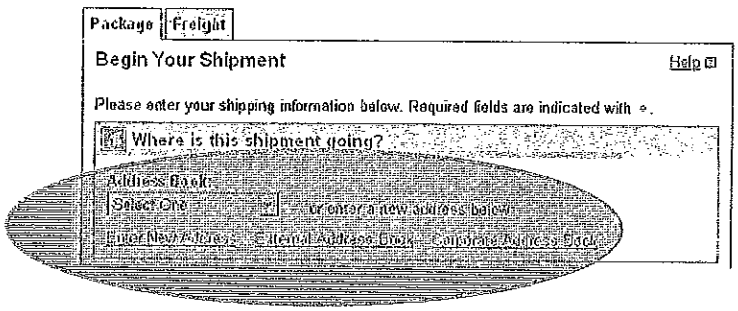
- Customize, require, validate, and lock reference fields used for reference information such as client/matter codes, cost codes, purchase order numbers, and department codes. References can be used for tracking and billing as a solution for cost center allocation.
- Shared address books and data-import capabilities — Save up to 100,000 shared addresses and 2,000 personal addresses as residential or commercial, or utilize Microsoft Outlook addresses. Import address book files and shipment data in .CSV format.
- Restrict or grant access to the Corporate Address Book, recipient addresses and address groups, ship-to countries, UPS service levels, optional UPS services, payment methods or other shipping and administrative features.
- Use shipping history reporting capabilities or export data into a comma separated value file format to integrate data into your enterprise systems or analysis tools.

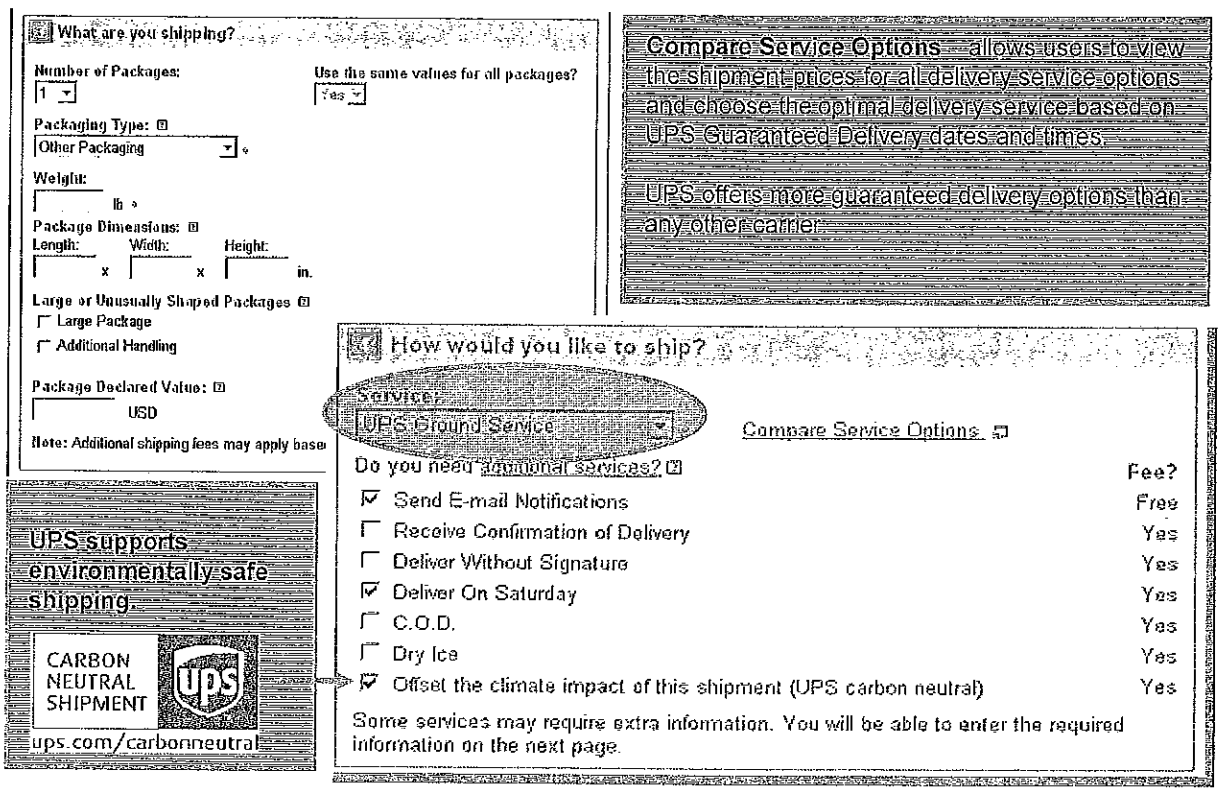
- Allow or grant access for users to charge shipments to credit cards.
- Allow users to create, manage and ship to a distribution list.
- Allow customers to import shipment data to process up to 250 shipments at once.
- Ship domestic and international package and freight using one system.
- Setup user-defined defaults and preferences for "one step shipping."

Shipping

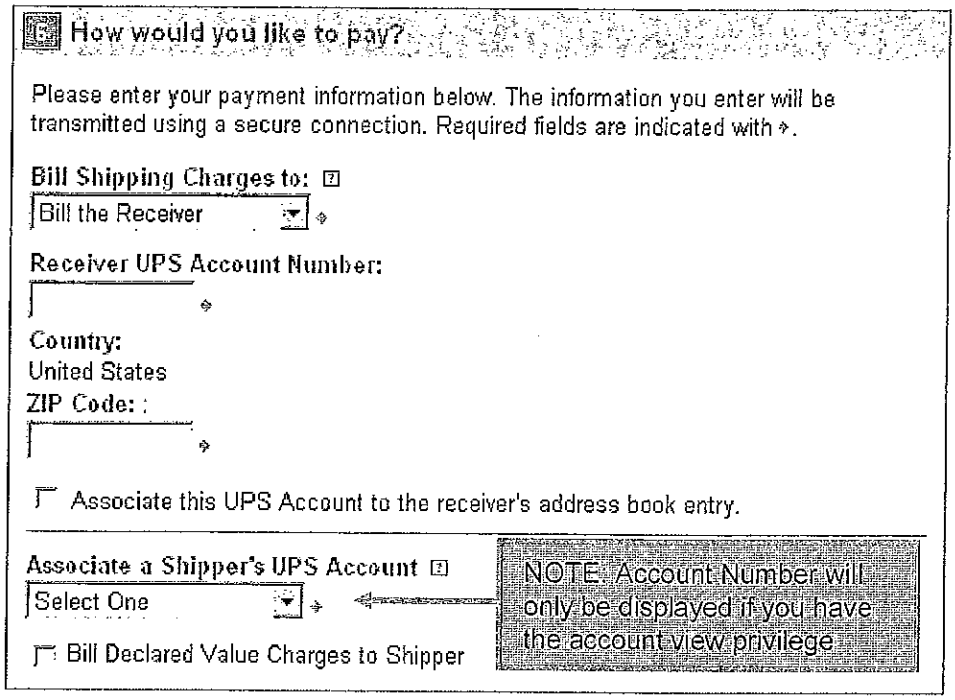
Select or begin typing an address to search through your Address Book

Create A Shipment

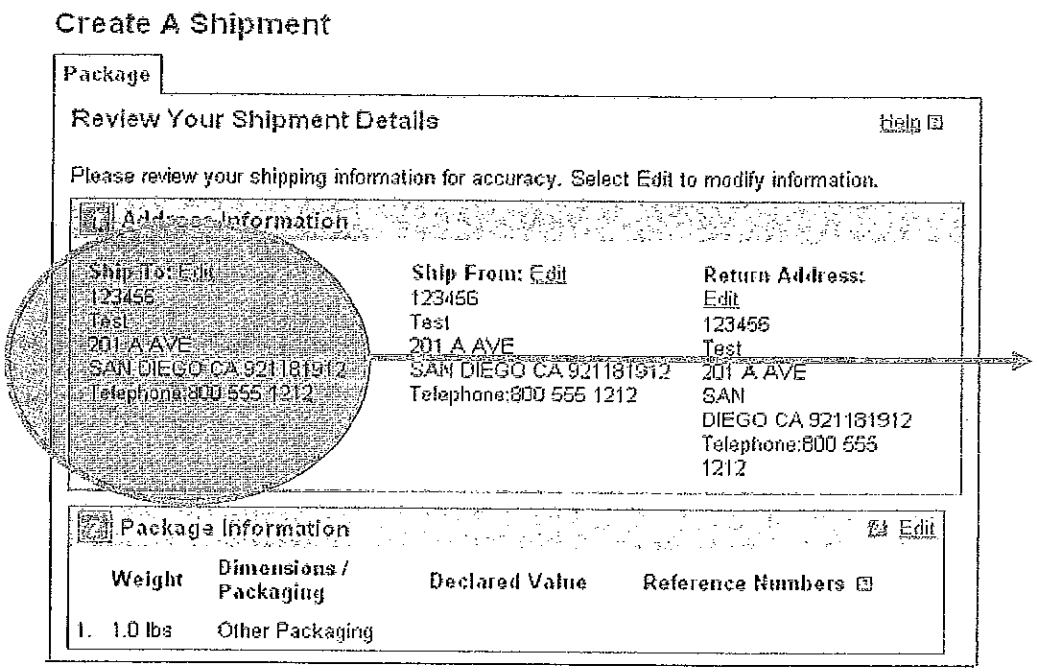




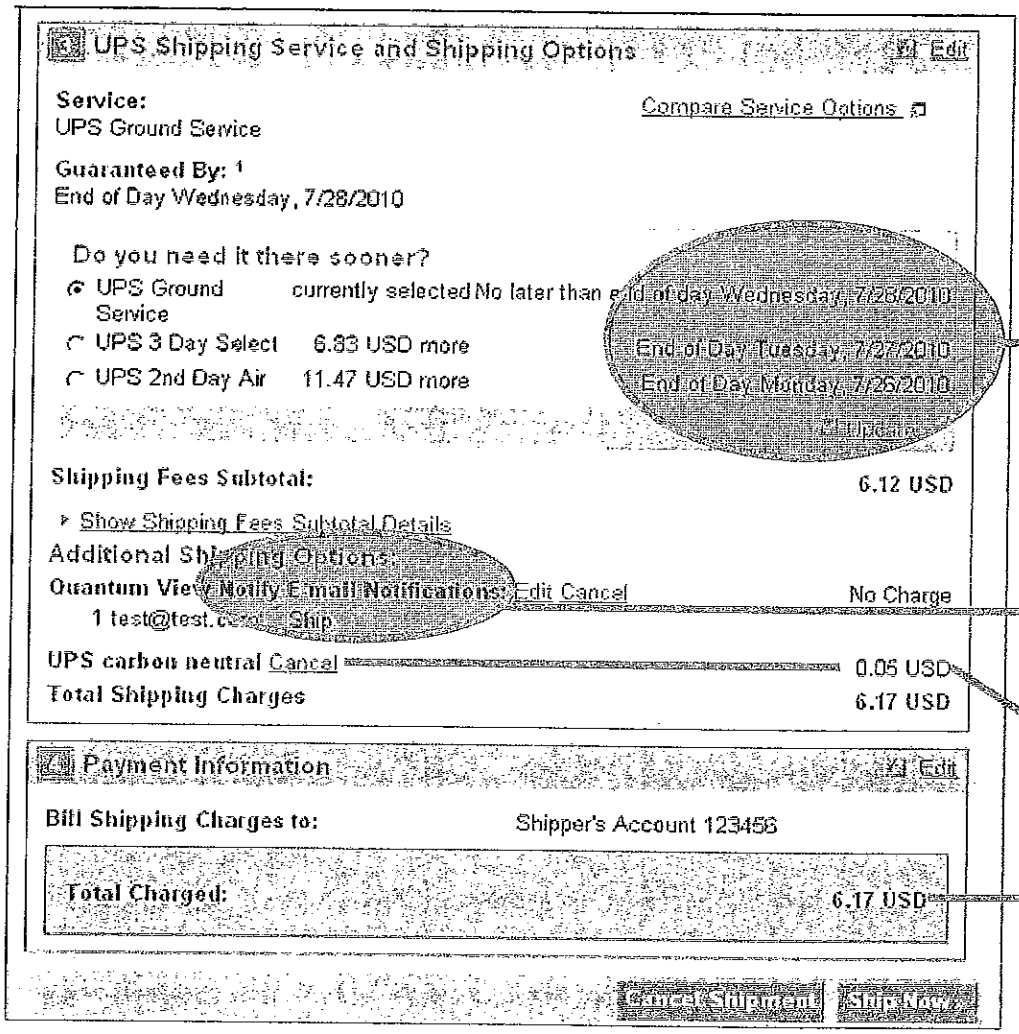
WSCA Authorized Users can Bill to Receiver, Third party or Payment Card and Associate a Shipper's Account



Preview a Shipment with UPS CampusShip



Save up to 100,000 shared addresses and 2,000 personal addresses as residential or commercial.



Compare Service Options – most intrastate shipment are guaranteed to arrive the next day via UPS Ground service.

Notify up to five recipients of a shipment's status using e-mail notifications.

Use UPS's carbon neutral services to help offset the carbon produced by the transportation of your shipments.

Allow users to see no rates, published rates or account-specific negotiated rates.

UPS InternetShip

UPS InternetShip offers many of the same features as UPS WorldShip. UPS Internet Shipping is ideal when WSCA Authorized Users need a Web-based shipping solution without the administrative controls of CampusShip. UPS Internet Shipping is available from 49 origin countries and territories, and in 26 languages. WSCA Authorized Users can easily track UPS packages through UPS InternetShip. UPS Internet Shipping offers:

- User-defined defaults and preferences for "one step shipping"
- No software to install or update
- Use of a UPS account number or credit card
- Address book with data import and export or a link to external address books like Outlook®
- The ability to track or request a delivery intercept directly from shipping history, and
- Integrated international forms capabilities

Use of UPS's carbon neutral services to help offset the carbon produced by the transportation of your shipments.

UPS Quantum View

Quantum is a web-based, proactive, real-time tracking system for all inbound, outbound and third-party shipments. This visibility can help WSCA Authorized Users improve the performance of virtually every function of your business.

Quantum View Notify® allows shippers to request that UPS send e-mails to receivers, third parties, or back to the shipper regarding the status of UPS shipments. We can send notifications when a package ships (including scheduled delivery date and other shipment information), when an exception occurs, and when a shipment is delivered. Additionally, Quantum View Notify can be requested within ups.com tracking.

Quantum View® Manage puts aggregated shipping status information at your fingertips without special technology installation or support. This is a Web-based application that enables multiple users within the organization to quickly and easily view, download, and share up-to-date information about the status of outbound, inbound and third party paid UPS shipments.

Quantum View® Manage for Importers adds critical brokerage information to the shipment information in Quantum View Manage to help streamline your import compliance and procurement processes.

Quantum View® Data provides comprehensive shipping data in a "raw" format that can be integrated into your internal systems and business processes. The file download tool enables programmers to retrieve data and use it in internal systems without human intervention.

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

The snapshot below is from the 2009 UPS Annual Report provides the information necessary for WSCA to calculate our operating ratio and other key metrics. For additional information regarding the financial stability of UPS, please reference our annual report which can be located at: **http://www.investors.ups.com.**

Financial Highlights

(in millions except for per-share amounts)	2009
Revenue	$45,297
Operating expenses	41,496
Net income	2,152
Adjusted net income*	2,316
Diluted earnings per share	2.14
Adjusted diluted earnings per share*	2.31
Dividends declared per share	1.80
Assets	31,883
Long-term debt	8,668
Shareowners' equity	7,696
Capital expenditures	1,602
Cash and marketable securities	2,100

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

UPS considers claims ratios proprietary and cannot disclose that information; however, we can provide existing customers with their specific claims ratio upon request.

Since damage claims are often the most preventable type of claim, we focus on ways to decrease the incidence of damage. To help us identify areas where shipment damage is occurring, we use an internal damage report. The report is a useful analytical tool that requires employees to immediately enter origin, current location, shipment number, flight and truck identifiers and a full description of the cause and nature of the damage.

Both our corporate claims department and our primary hubs are empowered to initiate the process for preventative and corrective solutions to damage trends. Each of these groups employs personnel dedicated to claims reduction and performance improvement. They pay special attention to the rare occurrence of repetitive damage in a service center or with a particular customer. Each local service center and employee has access to our global communications system and can act independently to improve data trends.

We go to great lengths to transport packages safely and securely. Formal procedures are in place to ensure that damaged or lost package problems are resolved as quickly and efficiently as possible.

Damaged Packages

If we discover a damaged package while it is still in the UPS system, we issue a damage report, notify the shipper of record, and (if transportable) return the package to the shipper.

A shipper or recipient can report a package that is damaged during shipment. The shipper can also submit documentation in support of the claim online, or by fax or mail, when they report the damage. You can check the status of the claim online, anytime. (Note: Damage can only be reported online for packages shipped U.S. domestic.)

After we receive a damage report, we send a Damage/Loss Notification Letter to the shipper. The letter provides the shipper with the claim number assigned to the claim investigation and instructions for submitting required claim paperwork. An inspection by a UPS representative and a damage inspection report may be required. We will inspect the damaged package to determine the cause of damage and verify that proper packing materials were used (in accordance with the shipping terms). We will inspect the package at the shipper's or receiver's site, or collect the package for inspection at one of our facilities.

If a damage trend emerges, we will refer customers to the UPS Package Design and Test Lab for package testing and problem resolution. We can even recommend specifications for your suppliers.

If a damaged package is approved for payment, UPS will determine the value declared, if any, for the contents of the package and verify that the product falls within the guidelines of the UPS terms or contract with the shipper. It is important that the shipper supplies UPS with documentation that supports the actual repair or replacement cost of the merchandise, up to the

declared value, as requested in the Damage/Loss Notification Letter. The customer can provide this documentation when the damage is first reported, or after the Damage/Loss Notification Letter is issued. Supporting documentation can include original invoices, purchase orders, or other similar information.

Once the claim is approved, and we receive the supporting documentation identified in the claim letter, we will process the payment. The claim payment may differ from the original amount requested depending on the documentation provided. We will print an explanation of the difference in payment amount, if any, on the check stub. Typically, we mail claim checks to the shipper's billing address on file three to five business days after we receive the required documentation.

In the event that we do not approve the claim for payment, we will contact the shipper.

Lost Packages

UPS can search to locate a lost package. If the package is not found, the shipper can file a claim, up to the declared value of the package contents. Shippers and receivers can report a package that is lost during shipment on ups.com®. Shippers are encouraged to report the lost package because claim notification letters are not sent to receivers.

To be considered lost, a package must be undelivered 24 hours after the expected delivery date and time. A report cannot be made until then.

Once you report a lost package, you can check the status of your report online.

Note: Loss can only be reported online for packages that have an origination and destination within the United States. To report the loss of an international package, contact UPS via ups.com® using the "Support" option to send us an e-mail regarding a "Claims Question."

UPS will conduct a complete investigation to locate the missing package. The investigation may include a search of our shipping system and operation centers, or calls to recipients and shippers.

The UPS search process usually takes seven to 10 business days.

If UPS is unable to locate the missing package, we will mail or fax a Damage/Loss Notification Letter to the shipper; we will not send documentation to the receiver. We provide our mailing address and fax number in the Damage/Loss Notification Letter. We also provide instructions on how to submit your documentation online.

It is important that the shipper supplies UPS with documentation that shows the lesser of the actual purchase cost or replacement cost, up to the declared value, as requested in the Damage/Loss Notification Letter. Requested documentation can include original invoices, purchase orders, proof of shipment, or other similar information.

UPS will:

- Determine what, if any, value was declared for the contents of the package
- Verify that the product falls within the guidelines of the UPS terms or contract with the shipper

Once we approve a claim, we will process the payment. UPS will pay the lesser of purchase or replacement costs, up to the declared value. Typically, we mail claim checks to the shipper's billing address on file three to five business days after we receive the required documentation.

If we locate the package, we will not approve the claim. We will send the delivery information to the shipper of record and the reporting process will end.

All claims are subject to the terms of the UPS Tariff and the UPS Terms and Conditions of Service.

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

The UPS Director of Strategic Account Sales is the UPS position that matches up with the WSCA Contract Administrator, and with whom over-arching contractual and strategic discussions and reporting will be conducted. Your UPS Director of Strategic Account Sales is Kurt Nelson. Kurt has 33 years of experience with UPS, ranging from Operations departments, Industrial Engineering, and Business Development assignments. For the last 11 plus years, Kurt has been successfully working in the Enterprise Accounts segment of the UPS Business Development function, helping some of our largest customers to identify and implement a wide range of supply chain solutions and business process improvements to enhance their industry competitiveness, and R.O.I.

Kurt is authorized, and has the responsibility to work externally with his clients on the strategic imperatives that drive their goals and success. Internally, Kurt works with a wide ranging team of subject matter experts to accomplish client goals.

Key among those are the Enterprise Account Executives (E.A.E's), E.A.E's are the local UPS account managers who's responsibility it is to establish relationships within their geographically defined areas, and work with their customers and the local UPS operations, to set up accounts, identify shipping, visibility and billing technology that best supports the account's needs, and which builds to the success of the strategic relationship set forth.

In addition to E.A.E's, UPS will use Sales Support Representatives to help support the needs of those smaller, less frequent UPS service users. These S.S.R.'s have all the knowledge and authority required to administer to the set up and support needs of those less frequent UPS service users.

The account set up process will start once a state P.A. is executed, and begins with the identification of required shipper account locations. This is typically done initially, by working collaboratively with an implementation team, consisting of key managers from both the State being implemented, and UPS.

This implementation team will develop an entire plan, walking through a number of known check points to establish as early in the process, as much information about account locations, services to be used, operational requirement (if any), Shipping, visibility, and billing technology to be used, as well as basic contact information.

From this implementation plan, a timeline will be developed, and a progress reporting protocol will be developed (typically a conference call schedule and reporting element criterion). This way we can manage the implementation process to the mutual benefit of both parties.

New account requests can come in the following ways:

1. As part of the implementation process delineated above
2. Outside the implementation process via Phone call to the 800 number to dedicated for WSCA purposes
3. Outside the implementation process via email to email address set up for WSCA purposes

4. Through communication with their local UPS representative
    a. In any of the options 2 – 4, trained and knowledgeable UPS personnel will gather the necessary account information
    b. Complete the account set up request form
    c. Flow to the Director of Enterprise Account Sales for approval
        i. At this point, there may or may not be a requirement to gain approval from an authorized state representative

The new accounts will be established, attached to the state "parent" (master account) account, and state "bid" (pricing agreement)

Within 7 – 10 days the new account will be properly attached and the incented rates will be effective

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

UPS will have a dedicated toll free number where we will have a dedicated customer support team that will have the details of the WSCA contract and can assist with any issues that may arise. This customer support team will give full coverage so WSCA users will not realize any gaps is customer service for vacations, illness, etc. We feel this is a better option versus having one dedicated person. We will also have a dedicated email address that will also be routed to the same dedicated support team.

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

In a less-than-crisis situation, we implement our urgent communication process. Local UPS operations keep UPS headquarters informed of any troubled situations. Our corporate office in Atlanta, Ga., is responsible for customer communications, whether through website announcements, customer e-mail, or notification to sales staff so they may personally inform customers.

We post service updates on the home page of our website, and keep our phone centers up to date. If there is any question about the effects of an event, you can visit ups.com® or call customer service at 1-800-PICK-UPS® for information.

Many of UPS's services include proactive notification of shipment and exception information. We can automatically notify you, or your customers, via e-mail of key events in the progress of your shipments. We can send status e-mails to multiple recipients as frequently as every hour.

Our new contractual offering, UPS Proactive Response℠ is a 24/7 predictive monitoring engine that evaluates information from three sources: customers (manifest data), UPS facilities (origin, destination, hub and exception scans), and UPS service providers (delivery and exception scans). Any at risk package is identified proactively. If a shipment will not be delivered as planned, UPS will attempt to intercept your package and take pre-defined actions to help mitigate risks and attempt to alert the customer about the mitigation

efforts. Representatives can arrange for dry ice replenishment or refrigeration intervention to recover temperature-sensitive products at select air facilities.

In the U.S., UPS will attempt to "intercept" any of the packages as needed with our UPS Delivery Intercept℠ solutions:

- Return to shipper prior to the first delivery attempt
- Deliver to alternative address
- Arrange will call
- Attempt redelivery on the same day

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

UPS currently transports hazardous materials within and between the U.S. and Puerto Rico for Government Agencies. UPS provides many tools that can assist WSCA Authorized Users in determining if a package contains a hazardous material, and if it needs to be classified, labeled, marked, and packaged in accordance with government regulations. We also provide training workshops where Government employees can be properly trained, tested, and certified on hazardous materials procedures and regulations (as defined in 49 CFR).

UPS maintains a Hazardous Materials Support Center at 800-554-9964 that is available to answer any questions about shipping hazardous materials with UPS. The UPS Hazardous Materials Support Center is staffed and open continuously from 8am Monday until 6am Saturday.

UPS will handle all shipments containing hazardous material or dangerous goods in accordance with the requirements as outlined in the applicable governing regulations, including but not limited to Title 49 of the Code of Federal Regulations (49 CFR) and all applicable state and local regulations for the interstate and intrastate surface movement of shipments containing hazardous material or dangerous goods under this service. We are able to carry hazardous materials for our customers as a contract service under the provisions set forth in the UPS standard form Agreement for Transportation of Hazardous Materials (Agreement). To receive hazardous materials service, WSCA Authorized Users must either sign an Agreement or incorporate the provisions of the Agreement into a customized contract for shipping service with UPS.

In the event that some agencies hold exemptions and approvals from the U.S. Department of Transportation (DOT) or have a rider on existing exemptions and expect to receive other exemptions or approvals as needed to transport hazardous material evidence, UPS will provide pickup, special handling and timely delivery of exempted and approved hazardous material within the provisions of the stated exemption or approval as is consistent with our standard commercial practices.

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

UPS shall provide small package transportation per the term and conditions as contained in the UPS Rate and Service Guide in effect at the time of shipping. There are no known or identified exceptions at the time of this response, as pertaining to "evidentiary materials". As indicated, any such concerns that may arise in the process of gaining agreement to individual state participating agreements will be handled as they are identified. Section 3 of the UPS Tariff delineates "Commodities Handled and Restrictions on Service", and section 3.3 below delineates what is "prohibited by Law"

Section 3.3 of the UPS tariff simply states: **Prohibited by Law**

No service shall be rendered by UPS in the transportation of any shipment that is prohibited by applicable law or regulation of any federal, state, provincial, or local government in the origin or destination country. It is the responsibility of the shipper to ensure that a shipment tendered to UPS, and any UPS Shipping System entry that the shipper prepares for that shipment, does not violate any federal, state, provincial, or local laws or regulations applicable to the shipment.

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

Pursuant to commercial practice, UPS will always attempt to deliver to a correct, or accurate, consignee address. If UPS research does identify the correct address, the correction is made and the package is delivered. If UPS cannot identify a correct address after research and is unsuccessful in our attempts to reach the consignee, the package will be returned to the shipper. UPS does assess an address correction fee when research is required, but a fee is not assessed when drivers easily correct addresses while on route.

Upon request, UPS can set-up a "do not forward" business rule for specific shipping accounts that will allow shipments to be "delivered as addressed" and avoid the standard practice of making address corrections that enable shipments to be accurately forwarded to a deliverable address.

24. Carrier shall:

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

UPS will comply with this requirement.

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

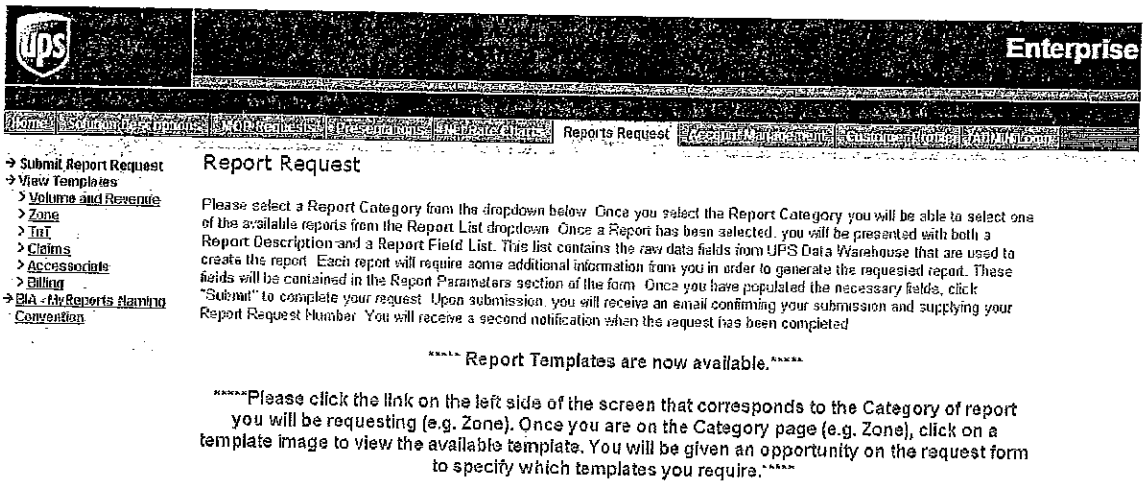
UPS will comply with this requirement.

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

UPS will comply with this requirement.

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

UPS will comply with this requirement. The screen shot below shows our Enterprise Tool we will utilize to generate the requested reports, including Volume and Revenue, Zone, Time in Transit, Claims, Accessorials, Billing, and the BIA (Business Information Analysis) group of reports. These can be generated ad-hoc and can be generated in a number of formats to accommodate customer requirements. These formats include Excel and CSV.



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

Implementation Plan

UPS is fully prepared to implement and execute when awarded the WSCA Small Package Deliver Services contract. As we progress through the quick and steady implementation of this contract, rest assured that it will be treated with the highest priority throughout our entire company.

Coordination of all WSCA's implementation activities will be controlled from our Government Sales office in Washington, DC. Here is a high level view of some of the key members of our implementation team:

Key Implementation Team Members

- Tammie Hinds – Vice President - State Sales
- Kurt Nelson – Director , State Government Accounts
- Stuart McAvoy – UPS Solutions Development Manager, State Government Accounts
- Implementation manager - TBA
- 500 + Dedicated Strategic Account Sales Managers and Strategic Account Managers are geographically dispersed through out the country

WSCA lead Account Manager Kurt Nelson will have primary responsibility for managing the day-to-day operations of this group, and he will focus his energies on the implementation and execution of the agreed upon award. Kurt has over 32 years of UPS transportation and account management experience. He will ensure that proper communications occur with UPS's network of Strategic Account resources throughout the US. WSCA's implementation

needs will continually be assessed and adjusted as needed throughout the implementation of the awarded contract. We have the flexibility to adjust assigned resources as needed throughout the implementation.

Information Flow

The coordination of the implementation will flow through Kurt Nelson to the UPS Strategic Accounts department. This group manages UPS' largest corporate customers, and is well-acquainted with implementing large, complex contracts comprising thousands of individual account holders. Each of the managers heading this group have decades of experience, and are experts at coordinating our efforts with the world's largest multinational corporations. Where the need exists, we are prepared to visit all appropriate sites within your member agencies.

UPS WebCA Contract Implementation Tool

UPS has an industry-leading technical solution that provides us with the ability to effectively and efficiently manage the contract implementation process. In order to coordinate these activities, all of our sales resources are linked to an implementation database through their UPS laptop computers. This valuable tool is used to communicate and monitor all associated implementation activities for our largest accounts.

Through the tool we will quickly and systematically train our Strategic Account Managers on the specifics of your implementation, agreed upon mutually, and they will be ready to visit WSCA Authorized User sites when directed. Our Strategic Account Managers are among our most experienced field sales people and work only with our largest corporate and government accounts.

UPS has historically been an effective partner of WSCA Authorized Users within the State of New York and we are eager to expand our relationships and service offerings in this partnership under this new and exciting contract.

Communications plan (for UPS and internal WSCA)

Our vast experience with contract implementation management has shown us that there are two equally important communications that must occur during a successful implementation: the internal communications within the UPS organization, and the internal communications within the customer's organization.

UPS Internal Communications

As is standard UPS practice, we will utilize our WebCA Contract Implementation Tool to communicate the specifics of the implementation plan throughout the UPS organization. We will also utilize an internal memo from Tammie Hinds, Vice President of Government Accounts, to notify all of our region and district cross-functional counterparts. There will also be a succession of conference calls that will initially be held daily, then weekly, then as needed to review the status of the implementation, and to make adjustments as needed.

WSCA Internal Communications

We will assist WSCA and state governments as needed to develop internal communications regarding the implementation plan. We will provide some sample customer communication pieces from prior successful rollouts, and we will make members of the UPS WSCA Implementation team available to participate in internal WSCA meetings / conference calls as needed throughout the implementation phase.

Training Plan

Our 500 + Strategic Account Managers working across the country will make personal visits as needed to WSCA Authorized Users and review needs specific to these field sites

(such as: what level of training is required to ensure everyone knows how to use our services, what level of technical support is required, and what pickup schedule works best for that particular site). Our salespeople will always work to help each shipper run as effective an operation as possible.

Supplies

As part of our implementation process, individual sites will be contacted to determine the supplies needed. UPS offers a variety of labels, boxes, paks and other supplies at no charge to WSCA Authorized Users. They can be ordered via **www.ups.com** or 1-800-PICK-UPS. Delivery is available only within the United States, and will be sent from the nearest supply location, and takes one to three business days.

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

We designed our technology-based solutions to save you time by minimizing or eliminating manual processes, such as key entry, while increasing data accuracy and customer satisfaction. We have listed and described our standard online capabilities below; however, we will work with WSCA Authorized Users to position the appropriate shipping solutions during the implementation phase following the contract award.

Online Shipping

ups.com®

Our website (**www.ups.com**) is available to customers 24 hours a day, seven days a week. Our award-winning website can be used to track; ship; manage claims and billing; calculate rates and transit times; request pickups; locate drop-off sites; order supplies; and research international trade topics and critical shipping information.

UPS Developer Kit

The UPS Developer Kit suite of Internet-based application programming interfaces allows you to implement UPS functionality and information directly into your critical business systems helping to automate customer service, logistics, warehouse management, and billing. Integrate UPS functionality and information into your website or business applications. Empower buyers with the ability to track their own packages, and compare and select shipping services that best fit their needs and budgets. For example, providing integrated tracking information on your website can reduce your customer service call volume while satisfying customers.

UPS CampusShip™

UPS CampusShip is a Web-based shipping system that enables multiple users within an organization to ship packages and perform other shipping-related tasks from any computer connected to the Internet in over 40 countries and over 20 languages. UPS CampusShip allows companies to achieve centralized control and monitoring of global shipping activities and expense allocation with powerful administration features that can help your organization reduce costs,

improve productivity, and provide better service to your customers or clients. Corporate managers establish company or department shipping guidelines, accurately track shipping costs by department or location, and export history data on usage to produce detailed reports.

UPS CampusShip is a secure, Web-based shipping system that enables multiple users within an organization to ship UPS packages and letters and to perform other shipping-related tasks – all by using any computer with Internet access. Perfect for companies with large corporate offices, CampusShip delivers both streamlined shipment management and increased shipment visibility. From any desktop, users within an organization can:

- Use corporate and personal address books to speed processing and reduce errors
- Select from multiple billing options
- Prepare shipping labels
- Download or view shipment history data online
- Allow users to create, manage and ship to a distribution list
- Allow users to import shipment data to process up to 250 shipments at once
- Ship domestic and international packages and freight using one system

Administrative features allow management to:

- Customize, require, validate, and lock reference fields used for reference information such as client/matter codes, cost codes, purchase order numbers, and department codes. References can be used for tracking and billing as a solution for cost center allocation.
- Share and update common address information across the organization with a Corporate Address Book, or utilize recipient info from Outlook®.
- Restrict or grant access to the Corporate Address Book, recipient addresses and address groups, ship-to countries, UPS service levels, optional UPS services, payment methods or other shipping and administrative features.
- Allow users to see no rates, published rates or account-specific negotiated rates.
- Use shipping history reporting capabilities or export data into a comma separated value file format to integrate data into your enterprise systems or analysis tools.
- Notify up to five recipients of a shipment's status using e-mail notifications.
- Allow or grant access for users to charge shipments to credit cards.
- Produce detailed reports on usage

CampusShip offers significant benefits for both employees and management. By putting this fast, easy-to-use shipping system at everyone's fingertips, organizations can:

- Reduce costly shipping errors
- Lower shipping costs by eliminating the need for a centralized mailroom
- Better allocate shipping charges
- Improve customer/client service

With no installation and software maintenance and fast, easy training, UPS CampusShip can create a WSCA Authorized User mailroom overnight.

UPS Internet Shipping

UPS Internet Shipping at ups.com is a fast, convenient Web-based shipping solution. Customers can ship up to 20 packages per shipment, store thousands of

addresses online in their address book, access your shipping history, and even arrange for a pickup using this powerful automated shipping solution. UPS Internet Shipping is ideal when WSCA Authorized Users need a Web-based shipping solution without the administrative controls of UPS CampusShip. UPS Internet Shipping offers:

- One step shipping using defaulted fields and shipping preferences
- No software to install or update
- Use of a UPS account or credit card
- Address book with data import and export, or link to Outlook or ACT!
- The ability to track, reroute or ship again directly from shipping history
- International shipping and forms creation from over 40 countries

Quantum View®

Quantum View is a Web-based suite of services designed to proactively provide greater visibility for UPS shipments. This visibility can help WSCA Authorized Users improve the performance of virtually every function of your business.

- Quantum View Notify® allows shippers to request that UPS send e-mails to receivers, third parties, or back to the shipper regarding the status of UPS shipments. We can send notifications when a package ships (including scheduled delivery date and other shipment information), when an exception occurs, and when a shipment is delivered. Additionally, Quantum View Notify can be requested within ups.com tracking.
- Quantum View® Manage puts aggregated shipping status information at your fingertips without special technology installation or support. It is a Web-based application that enables multiple users within the organization to quickly and easily view, download, and share up-to-date information about the status of outbound, inbound and third party paid UPS shipments.
- Quantum View® Manage for Importers adds critical brokerage information to the shipment information in Quantum View Manage to help streamline your import compliance and procurement processes.
- Quantum View® Data provides comprehensive shipping data in a "raw" format that can be integrated into your internal systems and business processes. The file download tool enables programmers to retrieve data and use it in internal systems without human intervention.

Reference Numbers

Whenever you ship a package, you can assign it a reference number that easily coordinates with your billing or filing systems or those of your customers. This reference number can be a purchase order number, a customer's job number, or even a group of words that identifies the shipment, such as "gift for mom." Your reference number can contain any combination of letters and numbers up to 35 characters.

Information Security

Privacy Policy

UPS believes that clear policy statements are the basis of effective enterprise wide information security. The current edition of the UPS Policy Book, the tenth edition since the original was printed in 1929, identifies the required behavior of all of the people of the company. These requirements include safeguards for company and customer information through legal and regulatory compliance, personal integrity, secure transmission and storage of information, confidentiality of customer information and company intellectual property, analysis and control of risks, suitable record retention, regular auditing, and protection from unauthorized access to data.

The UPS Privacy Policy states in part: "We understand the importance of privacy to our customers and visitors to UPS websites. For many years, our policy has been to treat what we learn about our customers as confidential. For example, we will not give or sell confidential or Personal Information (as described below) about our customer to any third party not affiliated with their transaction, except as required by law or as necessary to provide UPS services to the customer."

"We collect and store information about every package we handle so that we can efficiently provide the package delivery services demanded by our customers. We use information about our customers, their packages, and their shipping activity to provide or enhance the services we make available to our customers, communicate with our customers about additional services they may find of value, satisfy our legitimate business interests (including performing trend analysis and market studies), set prices, establish credit, fulfill a Contract of Carriage or Service Agreement, accomplish the billing function, and comply with government regulations. Although government regulations vary in the many countries in which we operate, they frequently include the reporting of information to transportation, safety, customs, and other regulatory agencies."

"We treat our data as assets that must be protected against loss and unauthorized access. We employ information security techniques to appropriately protect confidential information from unauthorized access by users inside and outside the company. Access to customer information is limited to those employees who have a legitimate business need for that information."

"UPS websites, and their supporting systems, employ generally accepted information security techniques such as firewalls, access control procedures and cryptography to appropriately protect confidential information from unauthorized access."

"We retain information, including Personal Information, about customers as necessary for business purposes and as required by government regulation. For example, we retain information about packages, including names and addresses, so that we can provide proof of delivery information and to process claim requests. We carefully dispose of records and delete information when retention periods expire."

UPS developed an Information Use and Security Compliance program and reference material. This program addresses information systems security needs. We also established mandatory training for all UPS people, not just Information Services staff. This program seeks to make sure that everyone who uses UPS information systems understands their personal responsibilities for keeping UPS customer information secure.

Asset Classification and Control

UPS collects and stores information such as company name, contact name, street address, telephone number, email address, etc. However, the specific details of what is stored depend largely on how customers intend to use the CampusShip system. Transaction level data from CampusShip is protected using Secure Sockets Layer (SSL).

The administration component facilitates the creation of CampusShip data into logically separate companies, each consisting of a company administrator and one or more geographical locations. All companies within CampusShip have a set of default shipping privileges, a global address book, and three reference code lists all maintained in a DB2 database. The administration component ensures that each company location has at least one designated administrator responsible for creating shipping users and, optionally, other administrators. Administrators use the administration component to assign shipping privileges and services to the users they control as well as reset their passwords.

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

Keeping track of your shipments is important. We understand that there are times you will want to know the exact location of any given shipment while en route to its final destination. We capture package movement information each time we scan a tracking label in the UPS delivery system.

WSCA Authorized Users and their customers can track shipments through a link in a UPS e-mail requested at the time of shipment. We also provide Application Programming Interfaces (APIs) to enable you to build tracking information into your website. If a reference number has been assigned to the shipment you can track your package using this number at ups.com®, in lieu of the UPS tracking number.

Using 1-800-PICK-UPS® or ups.com®, you can track UPS shipments using any of the following identifiers:

- *Tracking Numbers* – UPS uses tracking numbers to identify and track every package as it moves through the UPS system to its destination. We automatically assign a tracking number to every shipment. You, or your customer, can use this number to track, locate, and verify the arrival of your shipment, and keep track of other pertinent shipment details.
- *Reference Numbers* – Whenever you ship a package, you can assign it a reference number that easily coordinates with your billing or filing systems or those of your customers. This reference number can be a purchase order number, a customer's job number, or even a group of words that identifies the shipment, such as "gift for mom." Your reference number can contain any combination of letters and numbers up to 35 characters.
- *UPS InfoNotice* – A UPS driver leaves a UPS InfoNotice to indicate that they attempted a delivery. Each UPS InfoNotice contains a UPS InfoNotice number. You can use this number to track, locate, and verify the arrival of your packages.

With the largest mainframe database in the transportation industry, the UPS tracking system is unparalleled. Real-time, full-visibility tracking is available 24 hours a day, seven days a week.

The following tools are available for tracking your UPS shipments:

- *ups.com®* – Shippers and receivers can track by UPS tracking numbers, UPS InfoNotice® number (an InfoNotice is a document left at a consignee location when a package cannot be delivered) or reference numbers. Numbers can be typed or uploaded. Registered users can save tracking numbers and re-track without re-typing. Registered shippers can also access proof of delivery signatures. We protect privacy by restricting access to delivery addresses and signatures in the tracking response. Receivers and others can input a tracking number and be proactively e-mailed upon delivery of the package.

- *Quantum View Notify®* – Quantum View Notify sends e-mail notifications of key shipment events to as many as five e-mail addresses per request, so you and your customers stay informed about the status of your most important packages. You can choose any combination of three critical shipment notifications for a particular shipment: when shipment information is received by UPS, when the shipment is delivered, and when there is an exception that results in a change in the scheduled day of delivery. Quantum View Notify e-mail notifications can easily be modified at a package or shipment level. This customization is seamless to the shipping process when your internal systems are integrated with our shipping systems. You have the following options at a package or shipment level:
  - Shipment, exception, and/or delivery e-mails
  - Up to five e-mail recipients - If you need e-mail notifications sent to the same e-mail recipients for each package/shipment, our Quantum View Manage e-mail alerts allow you to select up to five e-mail addresses for automatic receipt of alerts. You can choose from 25 languages/dialects for each recipient.
  - Content of the message subject line by choosing to include the UPS tracking number or your own reference number (such as an order or PO number)*
  - Email requestor references will appear in the e-mail to define who sent the notification and their associated company
  - A 150-character memo field to provide a custom message to each recipient

You may also choose to receive a consolidated delivery alert for all packages/shipments delivered in the past 24 hours and can customize the time of day this alert is sent.

Exception alerts are sent for any exceptions (including carrier-caused exceptions) that change the scheduled day of delivery, or you can control the types of exception alerts you receive. For example, you can request e-mails only for particular types of exceptions (returned packages, delivery attempts, incorrect/incomplete data, service disruptions, damages, weather delays/emergencies, holds, and prohibited/restricted goods) and/or UPS service levels (e.g., Next Day Air packages and letters, UPS Freight shipments, or Air/Ocean Freight shipments) and/or account numbers (for customers with multiple UPS account numbers).

In addition, you can control which import-related alerts you receive for package imports, such as clearance exception, clearance exception resolution, shipment registered, shipment released, and duties scheduled for payment.

Quantum View Notify and Quantum View Manage alerts can be used separately or in conjunction with one another to provide you the maximum flexibility to control the alerts received by your customers, business partners, and employees.

- *Quantum View® Manage* – Quantum View Manage provides a complete perspective on shipping and brokerage activity without requiring tracking numbers. Up-to-date information about shipments you send, those you are expecting to receive, and those which you are paying for as a third party is placed at your fingertips to help save time, cut costs, and improve customer service. Ability to use UPS Delivery Intercept functions helps in managing your shipments.
- *Quantum View® Data* – Quantum View Data enables you to seamlessly integrate tracking information into your internal systems for increased efficiencies across your business. The Quantum View Application Programming Interface (API) allows you to stream Quantum View Data information directly into your business systems.
- The *UPS Developer Kit* allows you to integrate UPS technologies into your intranet or enterprise application, including the Quantum View API (Quantum View Data information through XML data feed), Tracking API, and UPS Signature Tracking® API which empower your customers with the ability to track their shipments on your website.

- *Import Tracking Numbers* – Importing tracking numbers helps you save time by importing up to 100 tracking numbers that you may then track at one time. We can send tracking results to you by e-mail or in a comma-separated value (CSV) file that you can use in most spreadsheet applications.
- *Save Tracking Numbers* – The save "Pin" option allows you to store up to 50 Tracking Numbers for future reference. In addition, you can add customized descriptions to each shipment. Lastly, you can check the status of undelivered packages as often as you want without having to re-key tracking numbers every time.
- *UPS Mobile* – UPS Mobile makes it possible to track your UPS shipments with your Web-enabled cell phone or PDA. In addition to tracking your shipments, UPS Mobile allows you to use your wireless device to make a shipment, quickly and accurately calculate UPS shipping rates, locate the nearest UPS drop-off locations, compare rates and transit times to select the right UPS service for your needs. Visit http://m.ups.com on your mobile device to view the UPS Mobile application. UPS Mobile is also available for download from the App Store® for your iPhone or from BlackBerry App World from your BlackBerry smartphone.
- *UPS Signature Tracking®* – UPS Signature Tracking is a secure, Web-based service that provides enhanced tracking and delivery information. These features can help streamline your billing and customer service functions. Each time you track a package using UPS Signature Tracking, your tracking results may include proof of delivery with signature image with the recipient's full name and delivery address.
- *UPS Internet Shipping* – UPS Internet Shipping provides you with a wide range of tracking functionality, making it easy to monitor any shipment you send. Your personal shipping history allows you to access shipment details and tracking data for up to 90 days after you send a shipment. To ship using UPS Internet Shipping, all you need is an Internet connection, a My UPS.com® registration and either a credit card or a UPS account for billing.
- *UPS WorldshipTM 2008 Version 10.0 (or higher) and UPS CampusShip®* – Both systems have integrated capabilities that enable use of either shipping system for all shipment processing. In addition to visibility and other standard features, this UPS technology now makes processing shipments containing dry ice easy. WorldShipTM now supports both 49 CFR and IATA shipment preparation. CampusShip supports IATA shipment preparation. The system will generate IATA regulatory information on the thermal label to satisfy IATA documentation requirements, eliminating the need for a Shipper's Declaration.
- *Customized Tracking Solutions* – We can help you create customized tracking solutions to meet your individual needs.

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

UPS tariff, section 3.3 states:

UPS does not accept for transportation, and shippers are prohibited from shipping: Articles of unusual value, which shall be deemed to include, but are not limited to:

- Any package with an actual value of more than $50,000;
- Coins, cash, currency, bonds, postage stamps, money orders, and negotiable instruments (such as drafts, bills of exchange, or promissory notes, but excluding checks);

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

UPS constantly reviews our processes to make sure we are reducing our environmental impact, which includes examining how we drive, fly and conduct business worldwide. Consistent with our position regarding climate change, our long-term strategy is to optimize the processes that consume non-renewable resources. We also recognize that UPS is a critical component of our customers' supply chains, and that we have an obligation to help them operate in a more environmentally-sustainable way. UPS prides itself on its current numerous sustainability initiatives, and being a responsible corporate citizen. Our superior initiatives include:

- *EPA Engagement* – SmartWay Transport Partners (charter member), 2009 EPA SmartWay Excellence Award, Climate Leaders Member
- *Intermodal Shipping* – The use of rail dramatically reduces carbon emissions o Fuel-Efficient / Noise Compliant Airline – Most modern, Fuel-efficient, and Noise Compliant airline in the Sector
- *Efficient Ground fleet* – Customized fleet operated to reduce carbon emissions and reduce miles driven
- *Alternative Fuel/Technology Fleet* – One of the Largest Alternative Fuel/Technology Package Car Fleet
- *An Unprecedented Domestic Carrier Option* – Carbon Neutral Shipping: UPS is the first package carrier to offer a carbon neutral service within the U.S.

EPA Engagement

Climate Leaders is an EPA industry-government partnership that works with companies to develop comprehensive climate change strategies. Partner companies commit to reducing their impact on the global environment by completing a corporate-wide inventory of their greenhouse gas emissions based on an authorized management system and international data protocols. Eligibility requires a comprehensive carbon inventory, commitment to aggressive reduction goals and annual reporting of their progress. UPS also is a member of EPA's other programs: SmartWay Transport Partners (charter member), WasteWise, EnergyStar, GreenPower Partner and Landfill Methane Outreach Program.

Intermodal Shipping

UPS uses rail extensively to reduce carbon emissions for long-distance shipping – More than anyone else in the industry

EPA SmartWay teaches, and UPS's own experience proves, that intermodal shipping can dramatically reduce fuel use and carbon emissions. The EPA's "SmartWay Clean Freight Strategy" states that using both truck and rail, vs. truck-only moves, can reduce emissions by 65% for long-distance shipping.

In many product lanes UPS has the opportunity to reduce the cost & energy consumed for transportation by using the most efficient mode of transport where possible and still make our service commitment. We leverage the broad capabilities & flexibility of our network to execute intermodal down-shifts, and as a result of our use of rail transportation (rail is less energy intensive than truck). in the US small package business there is a reduction of emissions equivalent to the total emissions of all UPS package cars across the entire United States.

Intermodal-Shift Capabilities
UPS's unmatched flexible ground network enables intermodal shifts while achieving timely delivery. This simply means that we will use the most fuel efficient mode of transport, while still meeting our customer's service requirements.

Our extensive use of rail in the US and the extraordinary network & intermodal-shift capabilities are complemented by the most efficient & noise compliant airline in the sector; the only customized fleet; an operating model that gives us the ability to deliver and pickup all premium and ground packages with one vehicle and one driver; state of the art Package Flow Technology that gives us unprecedented sortation, loading, and routing capabilities (which includes minimizing left hand turns); and precision in delivery though the use of seasoned teamster service providers to deliver our services throughout the US. Our competition cannot match UPS's flexible ground network necessary to effectively make such intermodal shifts while achieving timely delivery.

UPS Airline is the Most Modern, Fuel-Efficient and Noise Compliant in the Sector.

Since becoming an airline in 1988, UPS has led the sector in the fundamentals that minimize CO2 lbs per available-ton-miles.

UPS's early actions started over 20 years ago. In 1987 we were the first in the sector to begin to upgrade from a 727 fleet to a 30+% more fuel efficient 757 fleet. As a result of this initiative we have saved over a billion gallons of fuel and 11 million tons of CO2 between 1995 & 2008 alone.

- In 1995, UPS was the only airline in the sector that re-engined 727-100 aircraft (20% improvement in fuel efficiency / 50 million gallons of fuel savings). UPS retired the last 727-100 aircraft in 2008
- All 727-200 aircraft in the UPS fleet have been replaced by more fuel efficient aircraft; the last 727-200 was retired in 2004
- In 2008 we retired our last of the 747- 200's with upgraded 747- 400's which are 20% more efficient
- UPS has an array of other fuel saving initiatives, including operational techniques to reduce carbon emissions, the choice of aircraft is the key driver in air fleet fuel efficiency

UPS Airline's Carbon Leadership: 2008-2020 UPS Airline currently operates at 1.42 lbs of CO2 per available ton mile (ATM – calculated in nautical miles). UPS is the most fuel-efficient airline in the sector, as it has been for decades.

In our 2008 Sustainability Report UPS announced an Airline Carbon Intensity Goal using CO2 per ATM.

- To operate a global UPS air fleet with a 20% improvement in CO2 lbs per ATM from 2005 levels by 2020 (ATM calculated in nautical miles)
- This equates to a 42% improvement in CO2 lbs per ATM from 1990 levels by 2020. This goal includes the integration of biofuels into the UPS air network. Airline emissions were 53% of our total global enterprise emissions inventory in 2008.

In our 2009 sustainability report, UPS announced a Miles Per Gallon Improvement Goal (MPG): UPS set a goal for U.S. ground delivery fleet to increase fuel economy with a 20% improvement by 2020.

- To operate a U.S. domestic ground fleet with a 20% miles per gallon improvement by 2020 from the 2000 baseline year.
- Over the period between 2000 and 2009 we increased the miles per gallon (MPG) in our U.S. Domestic Package Fleet by 10%.

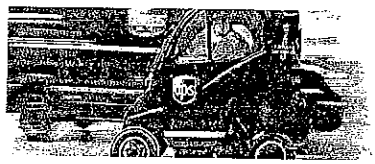
Alternative Fuel/Technology Fleet

One of largest Alternative Fuel/Technology Package Car Fleet- Largest private Alternative Fuel/Technology Package Car Fleet in the industry – 2,022 vehicles:

UPS has one of the largest private fleet of alternative fuel/technology vehicles in the sector, gaining operational experience with every imaginable type of alternative fuel technology, including the 250 hybrid electric. Yet, UPS's engineering analysis shows that at today's fuel prices and today's high incremental cost of these vehicles and their fuel infrastructure, the big drivers on carbon emissions reductions are the use of intermodal freight shipment and late vintage aircraft. As fuel prices continue to rise to reflect carbon emissions and new technology and economies of scale emerge, UPS will further expand its use of alternative fuel vehicles.

Firsts in the industry

- Electric vehicle (1935)
- Propane vehicle (1970s)
- Compressed Natural Gas (CNG) vehicle (1985)
- Hybrid Electric Vehicle (HEV) (2001)
- Liquefied Natural Gas (LNG) tractors (2002)
- Successfully tested hydrogen vehicle (2003)
- Hydraulic hybrid vehicle (2005); first in the industry to purchase and deploy (2008)



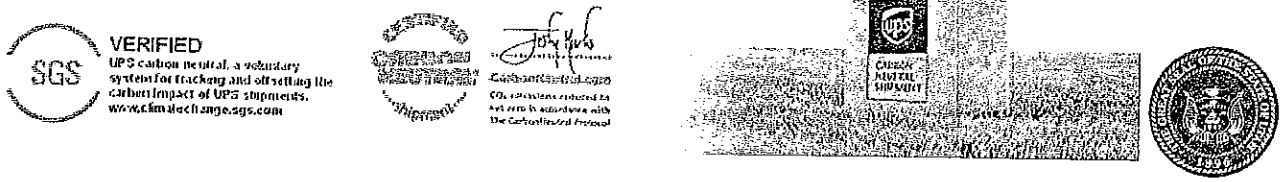
An Unprecedented Domestic Carrier Option: CARBON NEUTRAL SHIPPING

UPS offers an unprecedented option: UPS can offset the carbon dioxide emissions generated by the transport of Authorized Users packages globally. Customers can purchase offsets via their UPS shipping systems. Higher volume can contract for their deliveries to be offset based on their own shipping patterns. Our carbon neutral service offering is verified by SGS Environmental Services Inc, and independent verification company. Additionally, the UPS carbon neutral process is certified by the CarbonNeutral Company.

Under its contract option, UPS offers to offset the UPS generated scope 1, 2, & 3 emission impact of "neutralized shipments", so that the scope 3 carbon footprint for the WSCA states can be offset.

UPS has been recognized as an environmental leader and received the following awards:

- *Carbon Disclosure Project* – Carbon Disclosure Leadership Index Top 50 Global Companies
- *Uptime Institute Global Green 100* – UPS Windward Data Center
- *Inbound Logistics* – Green Supply Chain Partner
- *Supply & Demand Chain Executive magazine* – Green Supply Chain Award
- *Newsweek* – Top 500 Greenest Companies in America (#85)



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

WSCA c/o AMR Management Services

201 E. Main Street, Suite 1405

Lexington, KY 40507

A copy of the check along with the quarterly report shall be sent to Dan Reisner, Contract Administrator. The submitted reports are to coincide with the quarters and date ranges as outlined below:

Quarter 1: January 1st through March 31st – due by April 30th

Quarter 2: April 1st through June 30th – due by July 30th

Quarter 3: July 1st through September 30th -- due by October 30th

Quarter 4: October 1st through December 31st - due by January 30th

The pricing submitted in response to this Proposal shall include the WSCA Administrative Fee.

UPS complies with this requirement.

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

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

- account number, agency/entity name and address,
- shipping volume by type of service, i.e. ground, express air, etc.,
- pieces, weight and net charges,
- individual account and total dollar expenditure.
- any other information as requested by Participating States or Participating Entity from the following general categories: 1) City/Town; 2) County; 3) Higher Education; 4) Public Education and 5) State Agency.

UPS complies with this requirement.

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

UPS complies with this requirement.

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

UPS complies with this requirement.

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

UPS complies with this requirement.