

September 28, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: ALISHA MCCULLOUGH
STATE CONTRACT PROCUREMENT SUPERVISOR
302-857-4556

SUBJECT: **AWARD NOTICE, Commonwealth of PA Contract #4400004940**
Addendum # 3
CONTRACT NO. GSS09413-DOCUMENT SRVC
DOCUMENT/ PACKAGE SERVICE

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KEY CONTRACT INFORMATION

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KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by the Division of Support Services, Department of Administrative Services. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each Vendors contract shall be valid from October 1, 2009 through June 30, 2010. Each contract may be renewed for four (4) additional one year periods through negotiation between the contractor and the Division of Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended one (1) additional year through June 30, 2011

3. VENDORS:

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United Parcel Service
15994 S. DuPont Highway
Harrington, DE 19952
Contact: Jon Stanley
Phone: 410-365-1847
Fax: 302-398-0195
Email: jonstanley@ups.com

4. NEW ACCOUNT SET UP:

To set up a new account or to check if you have an existing account, please call Jon Stanley at 1-410-365-1847.

Call 1-800-PICK-UPS for standard charges and then apply the State of Delaware discount or to get a copy of the UPS Rate and Service Guide. Or, see Appendix "A" attachment.

Discount(s) includes both out-bound and inbound shipments. To receive contract discount on inbound freight collect, or third party billings, you must advise shipper/consignor of your UPS account number.

Additional charges may be applied per the UPS Rate and Service Guide. (see attached chart)

5. **DELIVERY AND PICKUP:**

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ACCESSING UPS SERVICES

Daily Pickup Service – Packages and documents picked up at your business location every weekday. Automatic Saturday pickups are also available when scheduled in advance. No phone calls or special arrangements are necessary.

On-Call Air Service – An on-demand, same-day pickup service for all domestic and international and Air Express Services for packages and documents. On-Call Air is available in all major metropolitan areas, on any weekday – including Saturday in many areas. Hours vary according to location. Customers may call toll-free 1-800-PICK-UPS to request service.

"Business day" means Monday through Friday except the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day*
- Christmas Day
- New Year's Eve*

Centralized Control System

UPS CampusShip is a web-based shipping system that everyone within your organization can use and access. Ideal for organizations of any type, especially with those of multiple locations such as law offices, financial institutions and other agencies.

Internet Capabilities and Requirements

UPS Internet Shipping is a simple and convenient Internet-based shipping solution designed for use by large numbers of distributed users. UPS Internet Shipping does not require installation of any software or a UPS account (credit cards can be used). The solution includes the most popular features of shipping software including storage of an address book to eliminate re-keying of information, tracking directly from shipping history, full services information, professional label printing and customization of shipping preferences.

Shipment Information

Information, including Personal Information (Agency information), provided as part of a shipping transaction represents a record of that business transaction and cannot be altered after the transaction is complete except as provided in the UPS Terms and Conditions. The UPS Terms and Conditions are available at www.ups.com in the Customer Service section of the Support tab and at local UPS offices. Although we make reasonable efforts to limit access to our facilities and vehicles to authorized personnel, we are not responsible for maintaining the confidentiality of information that is printed and placed in plain view on a package or letter.

Security and Integrity of Information

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 Web Sites, 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.

UPS Web Site Applications

Users of UPS Internet Shipping and other applications on the UPS Web Sites that enable the purchase of products and services who choose to use credit cards for payment are required to provide information about themselves and their card. We use this information to establish credit for billing.

IP Addresses

The UPS Web Sites collect IP addresses for system administration, security, and statistical analysis purposes. An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log these addresses and analyze them to understand where requests originate so that we can provide the most efficient service, enhance security, ensure appropriate usage and produce traffic volume statistics.

Supplies

UPS supplies all envelopes, labels, etc necessary for air shipments. See the UPS Rate and Service Guide for a complete list of free supplies.

Undeliverable Items

If UPS is unable to complete delivery of a package a notice will be left at the consignee's address stating that delivery has been attempted. Thereafter, a second, and if necessary, a third delivery attempt to delivery the package will be made without additional charge. Domestic packages refused by the consignee, or which for any other reason cannot be delivered, will be promptly returned to the shipper without additional charge.

My UPS

In addition to the information provided about My UPS above under "Cookies," the following paragraphs describe our commitment to the protection of Personal Information as it applies to My UPS, an interactive feature of www.ups.com.

Visitors to www.ups.com can, if they choose, participate in the interactive functions available at My UPS. Participants are required to complete a registration form. This form includes information such as name, address, phone number and e-mail address. We use the information from the registration form to enhance our services and better meet the needs and preferences of our customers. With approval, we may also send e-mails to registered users about UPS products; services and special offers that we think may be of interest. We allow registered users to choose to discontinue (opt-out) receiving such e-mails from UPS at any time by editing their My UPS profile. There are certain e-mails that UPS may continue to send to registered users. For example, UPS uses e-mail to deliver information that registered users request. UPS also uses e-mail to provide details about customer account(s) and operational information regarding existing products, services and systems.

My UPS also includes an Address Book that allows users to enter the names and addresses of the people to whom they frequently ship packages or letters. Use of the Address Book is optional. It is provided as a convenience so that users will not have to re-enter frequently used address information. The address information provided is stored in a secure manner on UPS systems. While it is stored in the Address Book, we will carefully protect the confidentiality of this information. It will not be used for any purpose other than the original intent (i.e. speeding up user shipping activities).

Package Insurance:

Package/Letter Insurance Requirements – A package is automatically protected against loss or damage up to \$100. Additional protection up to \$50,000 per package is available upon request.

Declared Value

Charges

\$0.00 - \$100

\$0.00

\$100.01 - \$300

\$1.20 minimum

\$300.01 - \$50,000

\$.40 per \$100 of value

UPS offers Quantum View, that puts up-to-date information at your fingertips. About packages you send or those you are expecting. It proactively provides you with information that helps save time, cut costs and improve customer service.

Quantum View

Quantum ViewSM is a portfolio of visibility services designed to provide proactive status information about UPS shipments. All Quantum View services are available at no cost to US-based UPS accounts.

Quantum View Data

Seamlessly integrate shipment status data into your company's systems.

Quantum View Manage

Quantum View Manage puts up-to-date shipping status information at your fingertips without special IT installation or support. Multiple users within your organization can quickly and easily view, download and share status information from any computer connected to the Internet.

Quantum View Notify

With Quantum View NotifySM, email notifications about critical package status updates are sent proactively to as many as five recipients, as frequently as every hour. Quantum View Notify is designed for all customers, small to large, and is selected within UPS shipping systems at the time of shipment, or after the package has been shipped at My UPS (domestic United States only).

Tracking Packages.

UPS Signature Tracking

https://www.ups.com/myups/info/sigtracking?loc=en_US: Receive proof of delivery with the signature image, full name, and more.

Track by E-mail: Send an e-mail message with your UPS Tracking Numbers to totaltrack@ups.com. UPS send your tracking summary in a reply message.

Track by Reference Number: Use the reference numbers that you assign to your packages.

Quantum View: View and download complete shipping information based on your UPS account number.

UPS SonicAir Customers: Track your same day SonicAir packages at the SonicAir web site.

Centralized Control System

UPS CampusShip is a web-based shipping system that everyone within your organization and use and access. Ideal for organizations of any type, especially with those of multiple locations such as law offices, financial institutions and other agencies.

Equipment/Computer (may be necessary)

To create a shipment, you should have an IBM compatible or Apple compatible computer with an Internet connection; Microsoft® Windows 98, 2000, NT, ME, or XP operating systems; or Apple® Mac OS 8.0 or higher on Apple compatible systems.

Note: Do not access UPS Internet Shipping using Microsoft Outlook. Instead, use a browser that you start from your desktop.

Finally, you will need to disable all "pop-up killer" software. UPS Internet Shipping uses pop-up windows to display/print labels and receipts.

6. DEFINITIONS AND EXPLANATION OF SERVICES

TIME DEFINITE SERVICES – DOMESTIC U.S.

UPS SonicAir® – Provides same-day delivery service to virtually anywhere in the continental United States 24 hours a day, 365 days a year. Specific time guaranteed at time of order placement.

UPS Next Day Air® Early A.M.® – Overnight money-back guarantee on delivery of letters, documents and packages by 8 a.m. to major U.S. cities in the in the contiguous 48 states. For most other U.S. cities, including Anchorage, Alaska, delivery is guaranteed by 8:30 a.m.

UPS Next Day Air® – Guaranteed delivery to all 50 U.S. states and Puerto Rico by 10:30 a.m., noon or end of the next business day (based on destination). Saturday delivery is guaranteed by either 10:30 a.m. or noon under this option.

UPS Next Day Air Saver® – 3:00 p.m. or 4:30 p.m. next day delivery for commercial destinations where next day air delivery is committed to 10:30 a.m. or noon, respectively.

UPS 2nd Day Air A.M.® – Guaranteed delivery by noon on the second business day for commercial deliveries in the continental United States. The service is also available from Alaska and Hawaii to the 48 states. The delivery address must be qualified for the guaranteed 10 a.m. classification under UPS Next Day Air. This service is not available to residential addresses.

UPS 2nd Day Air® – Guaranteed delivery by the end of second business day to all 50 U.S. states and Puerto Rico.

3 Day SelectSM – Guaranteed three-day delivery. Developed primarily for longer-distance shippers who need time-definite delivery and higher levels of information, it is priced between traditional ground and air express services. The service is available to any shipper for delivery throughout the contiguous 48 U.S. states.

UPS Ground – Guaranteed time-definite delivery which applies to commercial ground service to all 50 U.S. states and Puerto Rico.

UPS Hundredweight Service® – Designed for shipments classified by UPS as "Less-than-PalletloadSM." Hundredweight is an ideal alternative to LTL (Less than truckload) service for multiple packages weighing less than 1,000 pounds.

UPS Hazardous Materials Service – UPS accepts hazardous materials from customers with hazardous materials contracts and automatic daily pickups within all 50 United States and Puerto Rico. Refer to the Customized UPS Rate and Service Guide for pricing and guidelines.

7. PRICING:

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Prices will remain firm for the term of the contract year.

ADDITIONAL TERMS AND CONDITIONS

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8. BILLING:

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

9. PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

10. PRODUCT SUBSTITUTION:

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Division of Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

11. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State makes payments for goods and services using procurement (credit) cards, electronic funds transfer and/or conventional checks. The contractor or vendor must accept full payment by procurement card and/or conventional check at the State's option, without imposing any additional fees, costs or conditions.

12. HOLD HARMLESS:

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. NON-PERFORMANCE:

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. FORCE MAJEURE:

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.