

AGREEMENT NUMBER IFB-DGS-OFA-AIR-2001-UA

1. This Agreement is entered into between the State Agency and the Contractor named below
-
- STATE AGENCY'S NAME
 Department of General Services, Office of Fleet Administration
-
- CONTRACTOR'S NAME
 United Airlines
-
2. The term of this Agreement is: July 1, 2001 through June 30, 2002
-
3. The maximum amount of this Agreement is: \$
-
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	Page(s) 1-3
Exhibit B – Special Terms & Definitions	Page(s) 4
* Exhibit C – General Terms and Conditions	GTC201 (Number) 5/03/01 (Dated)
Attachment 2 – Bid/Bidder Certification Sheet	Page(s) 5
Attachment 3 – Intra California Awarded City-Pairs	Page(s) 6-8
Attachment 4 – Out of State Awarded City-Pairs	Page(s) 9-13

The following documents are included by reference and hereby made part of this agreement, and are on file with the Office of Fleet Administration, Sacramento, CA.

1. Invitation for Bid (IFB-DGS-OFA-Air-2001) and Addendums 1 & 2.
2. Contractor's Bid including Bid Submission spreadsheet (Attachments 3 & 4)

*View at www.dgs.ca.gov/contracts

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

CONTRACTOR	CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)	
United Airlines	
BY (Authorized Signature)	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
World Headquarters – WHOSS 1200 E. Alconquin Road, Elk Grove Village, IL 60007	
STATE OF CALIFORNIA	
AGENCY NAME	
Department of General Services, Office of Fleet Administration	
BY (Authorized Signature)	DATE SIGNED
	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Timothy Bow, Chief	
ADDRESS	
802 Q Street, Sacramento, CA 95814	
<input type="checkbox"/> Exempt per _____	

EXHIBIT A

SCOPE OF WORK

1. **Authorization For State Employees**

Tickets at the bid fares will be made available to state employees traveling on authorized state business when ordering directly from an airline or from an authorized travel agent when payment is made by:

- A. An **American Express Business Travel Account**.
- B. An **American Express Corporate Charge Card** clearly marked "State of California" or with the California State University Campus initial/name.
- C. A **state agency check** made payable to the airline.

2. **State Employee Defined**

For the purpose of this IFB, a state employee is an officer or employee of the Executive Branch of California State Government. This includes employees of the California State University System (CSU), University of California System (UC), and California Community Colleges.

3. **Optional Users**

Tickets at the bid fares will be made available to optional users traveling on authorized state business when ordering directly from an airline or from an authorized travel agent. In addition to the officers and employees of the Executive Branch, the following may, but are not required to, obtain services under these contracts providing they are on authorized state business:

- A. Non Salaried:
Persons who are on official state business and whose travel expenses are paid by the State (this includes volunteers, members of official task forces, consultants and members of some commissions and boards, and wards of the State).
- B. Elected Constitutional Officers:
Governor, Lieutenant Governor, State Controller, Attorney General, Secretary of State, Superintendent of Public Instruction, State Treasurer, Insurance Commissioner, members of the Board of Equalization, and members of the staff of the above constitutional officers.
- C. State Legislative Branch:
Members of the State Senate, Members of the State Assembly, and Legislative staff members.
- D. State Judicial Branch:
Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, and the Judicial Council of California.
- E. Executive Protection:
Persons providing executive protection to anyone authorized to use these contracted rates.

4. **Y-CAL Designation**

In signing a contract for any city-pair, the bidder agrees to designate the state contracted air fare as a Y-CAL rate and agrees not to use the Y-CAL designation for air fares for city-pairs for which the carrier does not have a state contract.

5. **Authorization For Optional Users**

The methods of payment listed above for authorization of state employees shall apply to optional users. It is permissible for the contractor to work out other methods of authorization for optional users, providing it ensures that only authorized persons traveling on valid state business use the contracted fares, and payment is by a state agency and not by a private party.

6. **Contractor Responsibilities**

A contractor will furnish authorized state travelers with one-way air travel between cities of a city-pair in either direction at the Y-CAL fare, and provide the authorized state traveler with the same services provided to the general public in unrestricted scheduled coach service, including food and baggage handling, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company. A contractor shall make reservations for authorized state travelers on the same basis as for regular coach service travelers and shall not discriminate in favor of any other travelers.

7. **Electronic Access**

The State's direction is to put more business processes on an electronic medium. Over the term of any resulting contract, the contractor and the State shall discuss options and make reasonable best efforts to enable the State to access contracted fares via an electronic medium.

8. **Insurance**

Contractor will provide a certificate of liability insurance with limits of at least \$100 million.

9. **Refunds**

Contractors are required to refund any or all portions of an unused ticket including unused ticketless transactions to the State of California.

10. **Taxes**

Federal, state and local taxes, if applicable, are to be included in all price bids. Any increase of Federal, state and local taxes for the period July 1, 2001 through June 30, 2002 will not apply to negotiated contract rates.

11. **Passenger Facility Charges**

All Passenger Facility Charges (PFCs) are to be excluded from all price bids.

12. **Bonuses**

To the extent possible, contractors shall not issue any type of frequent flyer bonuses or club membership bonuses to individuals for tickets purchased under the terms of this contract.

13. **Flight Availability Requirements**

Each city-pair has a flight availability requirement listed on the bid submission form that must be maintained during the life of the contract. If the contractor fails to meet the flight availability requirement during the life of the contract, the contractor must notify the departmental contact person(s) in writing five (5) days before the effective date of the schedule change. If the contractor fails to meet the flight availability requirement, the State may, at its sole option, cancel the contract or award a second contract for that city-pair. During the term of the contract, the flight numbers and times of departure may change, as long as the contractor maintains sufficient flights to meet the flight availability requirements.

A. Unless specifically exempted, all flights within a contract city-pair that meet solicited minimum flight time standards will be made available to the State of California travelers, not merely the minimum flights required by the IFB.

14. **State Responsibility**

Upon award of the city-pair contracts, the Department of General Services will distribute to all state agencies a list of city-pair contractors, requirements and procedures for use of service.

15. **Identification**

The State does not provide a system for personal identification as a state employee common to all state agencies.

16. **Exceptions**

The State of California, for individual trips of authorized state travelers, will not be required to obtain services from the contractor(s) if: (1) space or flight schedules are not available to accomplish the purpose of the travel, or use of available contract service would require the traveler to incur unnecessary costs which would increase the total cost of the trip; or (2) a non-contract carrier offers a lower fare available to the general public, the use of which will result in a lower **TOTAL** trip cost to the State. Total trip cost includes the combined costs of transportation, overnight lodging, meals and related expenses. NOTE: THIS EXCEPTION DOES NOT APPLY IF THE CONTRACTED CARRIER(S) OFFERS A COMPARABLE FARE AND HAS SEATS AVAILABLE AT THAT FARE, OR IF THE LOWER FARE OFFERED BY A NON-CONTRACT CARRIER IS RESTRICTED TO STATE OF CALIFORNIA TRAVELERS ON OFFICIAL GOVERNMENT BUSINESS.

Note to carriers: The State requires that all employees or their travel agencies provide justification for any use that is an **exception** to the State contract.

17. **Project Representatives**

The project representatives during the term of this agreement will be:

State Agency: Department of General Services	Contractor: United
Name: Donna Carey	Name: Luba Polus
Phone: (916)327-2068	Phone: (847)700-5338
Fax: (916)327-2076	Fax: (847)700-4674

EXHIBIT B

SPECIAL TERMS & DEFINITIONS

1. **Non-stop**

For the purpose of this IFB, a non-stop flight is a flight with no stops between the two cities of a city pair.

2. **One-stop**

For the purpose of this IFB, a one-stop flight is a flight with one stop between the cities of a city pair. To qualify as a one-stop flight for this IFB, the total flight time from scheduled time of departure to scheduled time of arrival may not be more than double the flight time of a non-stop flight between the city pair.

3. **Simplified and Standardized Fare**

For the purpose of this IFB, a simplified and standardized fare is a single fare to be charged by the carrier(s) between specified Northern and Southern California city pairs.

United Inter-California Awarded City-Pairs

City-Pair	United
Los Angeles – Sacramento	\$45
Sacramento – Santa Ana	\$147
Los Angeles – Oakland	\$48
Los Angeles – San Francisco	\$119
Burbank – San Francisco	\$120
San Diego – San Francisco	\$54
San Francisco – Santa Ana	\$122
Ontario – San Francisco	\$120
Fresno – Los Angeles	\$61
Eureka/Arcata - Sacramento	\$125
Sacramento – San Luis Obispo	\$83
Los Angeles – San Diego	\$50
Sacramento – Santa Barbara	\$120
Los Angeles – Monterey	\$122
Santa Barbara – San Francisco	\$120
Los Angeles – San Luis Obispo	\$91
Fresno – San Diego	\$162
Crescent City – Sacramento	\$107
Eureka/Arcata – San Francisco	\$95
Fresno – San Francisco	\$120
Bakersfield – Sacramento	\$91
Palm Springs – Sacramento	\$139
Imperial-El Centro – Sacramento	\$116
Fresno – Ontario	\$86
San Luis Obispo – San Francisco	\$125
Monterey – San Diego	\$120
Sacramento – San Francisco	\$109
Los Angeles – Santa Rosa	\$126
Fresno – Sacramento	\$121
San Diego – San Luis Obispo	\$108
Bakersfield – San Francisco	\$110
Palm Springs – San Francisco	\$121
Monterey – Sacramento	\$95
Redding – San Francisco	\$91
Oakland – Santa Barbara	\$118
Sacramento – Santa Maria	\$143
Monterey – Ontario	\$94
Monterey – Santa Ana	\$131

Eureka/Arcata – Los Angeles	\$78
Eureka/Arcata – San Diego	\$80
San Diego – Santa Barbara	\$86
Imperial-El Centro – Los Angeles	\$100
Ontario – San Luis Obispo	\$102
Redding – San Diego	\$95
Fresno – Santa Ana	\$80
Santa Barbara – San Jose	\$120
Los Angeles – Santa Barbara	\$64
Chico – Los Angeles	\$105
Crescent City – San Francisco	\$105
Oakland – Palm Springs	\$121
Monterey – San Francisco	\$95
Los Angeles – Ontario	\$64
Chico – San Francisco	\$92
Bakersfield – San Diego	\$77
San Diego – Santa Rosa	\$85
Eureka/Arcata – Ontario	\$85
Los Angeles – Redding	\$109
Los Angeles – Santa Ana	\$85
Ontario – Redding	\$80
Bakersfield – Los Angeles	\$91
Los Angeles – Palm Springs	\$90
Ontario – San Diego	\$71
Eureka/Arcata – Santa Ana	\$86
Oxnard – Sacramento	\$119
Chico – San Diego	\$91
Eureka/Arcata – Burbank	\$91
Carlsbad – Los Angeles	\$64
Ontario – Santa Rosa	\$130
Los Angeles – Santa Maria	\$103
San Luis Obispo – Santa Ana	\$121
Redding – Santa Ana	\$120
Los Angeles – Modesto	\$107
Burbank – Monterey	\$97

United Out of State Awarded City-Pairs

City-Pair	United
Washington Dulles VA – San Francisco	\$406
Albuquerque NM - Oakland	\$104
Chicago-Ohare IL – San Francisco	\$316
Seattle WA - Sacramento	\$61
Phoenix AZ - Sacramento	\$95
Chicago-Ohare IL - Sacramento	\$316
Denver CO - Sacramento	\$285
NYC Kennedy NY – San Francisco	\$246
Washington Dulles VA - Sacramento	\$390
Boston MA – San Francisco	\$390
Baltimore-Wash MD – San Francisco	\$250
Salt Lake City UT - Sacramento	\$141
Las Vegas NV – Los Angeles	\$40
Seattle WA – Oakland	\$60
Reno NV – Los Angeles	\$53
Washington Dulles VA – Los Angeles	\$399
Phoenix AZ – Oakland	\$76
Honolulu HI – San Francisco	\$520
Salt Lake City UT – Oakland	\$65
Phoenix AZ – Los Angeles	\$41
Denver CO – Oakland	\$265
Chicago-Ohare IL – Los Angeles	\$292
Newark NJ – San Francisco	\$251
Denver CO – Los Angeles	\$158
NYC Kennedy NY – Los Angeles	\$253
Dallas/FT Worth TX – Sacramento	\$331
Washington Nat'l DC – San Francisco	\$406
Houston Intl TX – Sacramento	\$338
Orlando FL – Sacramento	\$168
Atlanta GA – Sacramento	\$269
Atlanta GA – San Francisco	\$269
Knoxville TN – San Francisco	\$237
Kansas City Intl MO – Sacramento	\$136
Baltimore-Wash MD – Sacramento	\$363
Denver CO – San Francisco	\$248
Seattle WA – San Jose	\$46
New Orleans LA – San Francisco	\$395
Seattle WA – Los Angeles	\$92
Phoenix AZ – San Francisco	\$77

Baltimore-Wash MD – Oakland	\$370
Dallas/FT Worth TX – San Francisco	\$295
Minneapolis MN – San Francisco	\$220
Boston MA – Sacramento	\$353
Kansas City Intl MO – Oakland	\$156
San Antonio TX – Sacramento	\$286
Minneapolis MN – Sacramento	\$331
Reno NV – Ontario	\$86
Rochester NY – San Francisco	\$169
NYC Laguardia NY – Sacramento	\$285
Seattle WA – San Francisco	\$99
Dallas/FT Worth TX – Ontario	\$586
Dallas/FT Worth TX – Oakland	\$569
Philadelphia PA – San Francisco	\$385
NYC Kennedy NY – Sacramento	\$285
Las Vegas NV – San Francisco	\$104
Phoenix AZ – San Jose	\$82
New Orleans LA – Los Angeles	\$217
Orlando FL – Los Angeles	\$210
New Orleans LA – Sacramento	\$171
Albuquerque NM – San Francisco	\$130
Honolulu HI – Los Angeles	\$350
Phoenix AZ – Fresno	\$262
Amarillo TX – Oakland	\$293
Dallas/FT Worth TX – San Jose	\$360
Boston MA – Los Angeles	\$282
Baltimore-Wash MD – Los Angeles	\$252
Spokane WA – Los Angeles	\$98
Nashville TN – Oakland	\$164
Philadelphia PA – Sacramento	\$330
Atlanta GA – Los Angeles	\$162
Austin TX – Sacramento	\$280
Dallas/FT Worth TX – Los Angeles	\$253
Salt Lake City UT – San Francisco	\$120
Washington Nat'l DC – Los Angeles	\$399
Orlando FL – San Francisco	\$330
St Louis Int'l MO – Sacramento	\$320
Honolulu HI – Sacramento	\$520
Bozeman MT – Los Angeles	\$213
New Orleans LA – Oakland	\$180
Pittsburgh PA – San Francisco	\$366
Reno NV – San Francisco	\$87
Philadelphia PA – Los Angeles	\$160
Orlando – Oakland	\$190

Washington Nat'l DC – Oakland	\$385
Newark NJ – Los Angeles	\$253
Tucson AZ – Sacramento	\$127
Chicago-Ohare IL – Santa Ana	\$312
Houston Intl TX – San Francisco	\$238
Oklahoma City OK – Sacramento	\$180
Dallas/FT Worth TX – Fresno	\$448
Miami FL – Sacramento	\$275
Indianapolis IN – Sacramento	\$200
Chicago-Ohare IL – San Jose	\$316
Albuquerque NM – Sacramento	\$112
San Antonio TX – Burbank	\$254
Nashville TN – Sacramento	\$158
Tucson AZ – Los Angeles	\$39
Omaha NB – Oakland	\$314
Tampa FL – Sacramento	\$270
Portland OR – San Francisco	\$96
Tucson AZ – Ontario	\$74
Miami FL – Los Angeles	\$180
St Louis Int'l MO – San Francisco	\$349
Tucson AZ – Oakland	\$83
Chicago-Ohare IL – San Diego	\$316
Newark NJ – Sacramento	\$285
San Antonio TX – Oakland	\$284
Chicago-Ohare IL – Ontario	\$292
Reno NV – San Diego	\$54
Detroit Metro MI – Oakland	\$346
Seattle WA – Ontario	\$92
Atlanta GA – Oakland	\$209
Detroit Metro MI – San Francisco	\$220
Albuquerque NM – San Jose	\$150
San Antonio TX – Los Angeles	\$151
Raleigh NC – San Francisco	\$169
Las Vegas NV – Fresno	\$90
Washington Nat'l DC – San Jose	\$390
Denver CO – San Jose	\$296
Atlanta GA – Ontario	\$292
Houston Intl TX – Oakland	\$171
Minneapolis MN – Los Angeles	\$322
Chicago-Ohare IL - Oakland	\$209
Oklahoma City OK – Ontario	\$155
Nashville TN – San Francisco	\$155
Colorado Springs CO – Los Angeles	\$180
Richmond VA – Sacramento	\$362

Miami FL – San Francisco	\$188
Boise ID – Sacramento	\$128
Seattle WA – Fresno	\$137
Memphis TN – Sacramento	\$260
Houston Intl TX – San Jose	\$238
Pasco-Richland WA – San Francisco	\$121
Kansas City Intl MO – San Francisco	\$144
Washington Nat'l DC – Sacramento	\$390
Seattle WA – Burbank	\$128
Kansas City Intl MO – San Jose	\$150
Columbus OH – Sacramento	\$156
Cincinnati OH – San Francisco	\$318
Minneapolis MN – Oakland	\$352
Indianapolis IN – Los Angeles	\$312
Phoenix AZ – Santa Ana	\$283
Seattle WA – San Diego	\$90
Columbus OH – Los Angeles	\$322
Milwaukee WI – Sacramento	\$220
Reno NV – Burbank	\$77
Charlotte NC – Sacramento	\$166
Knoxville TN – Oakland	\$176
Denver CO – Fresno	\$424
Detroit Metro MI – San Jose	\$336
Little Rock AR – Sacramento	\$156
Madison WI – San Francisco	\$250
St Louis Intl MO – Oakland	\$105
Nashville TN – Los Angeles	\$174
Detroit Metro MI – Sacramento	\$233
Raleigh NC – Sacramento	\$350
Atlanta GA – San Jose	\$319
Colorado Springs CO – Sacramento	\$285
Washington Dulles VA – Oakland	\$385



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CALIFORNIA STANDARD INCORPORATED LANGUAGE

This web page was updated: 2/20/2001

Listed here are all versions of the approved incorporated language clauses. Previous versions incorporated into prior agreements may be viewed in the Archive Section.

CCC-201	Standard Contractor Certifications updated 2/20/2001
GIA-101	Standard Language used in Interagency Agreements Between State Agencies updated 1/1/2001
GTC-201	Standard Language for use in Standard Agreements updated 2/20/2001
GTC-SF101	Standard Language for use in Standard Agreements using the Short Form Contract (Std 210) effective 01/01/2001
Archive Section	Previously incorporated language used in prior agreements. These language clauses continue to be valid for the prior contracts still in effect.