



Department of General Services
Procurement Division
707 Third Street, Second Floor
West Sacramento, California 95605

MASTER SERVICES AGREEMENT PARCEL DELIVERY SERVICES USER GUIDE

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| CONTRACTOR AND CONTRACT NUMBER: 5-05-98-02 For UNITED PARCEL SERVICE (UPS) |
| CONTRACT TERM: April 25, 2005 through April 24, 2008 |
| SERVICE: PARCEL DELIVERY SERVICES (INTERIM) |
| INTERNET WEB PAGE: Electronic version of all documents associated with this MSA can be found on the DGS/PD Internet web page: http://www.pd.dgs.ca.gov/traffic/default.htm |
| USER GUIDE ISSUE DATE AND EFFECTIVE DATE: April 25, 2005 |

Any questions regarding this MSA shall be directed to the contract administration team:

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION, TRANSPORTATION MANAGEMENT
CONTRACT ADMINISTRATION TEAM
1700 NATIONAL DRIVE
SACRAMENTO, CA 95834-1965
PHONE (916) 928-5842
FAX (916) 928-5849

(Signature on File)

RITA HAMILTON, Deputy Director

PARCEL DELIVERY SERVICES

USER GUIDE

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PARCEL DELIVERY SERVICES

SECTION I INTRODUCTION AND GENERAL INFORMATION

United Parcel Service (UPS) Master Service Agreement (MSA) provides State and Local Governmental Agencies with a contract that allows substantial cost savings and incentives.

This MSA offers the following benefits to State and Local Governmental Agencies:

1. The ability to download most current prices and a link to UPS for delivery location information (www.ups.com).
2. Eliminate time and expense associated with the establishment and maintenance of hard copies of important reference materials.
3. Reduced/Discounted rates.
4. Eliminate extensive bidding and contracting procedures by using the standardized MSA ordering process.
5. Fixed Pricing.
6. UPS online Service Guide.

Any Local Governmental Agency that utilizes this contract must agree to follow the requirements as established within this contract (See Section 1, M. for further instructions).

A Local Governmental Agency is any city, county or other government body empowered to spend public revenues. **While the State of California makes this Master Agreement available to Local Governmental Agencies, they should make their own determination whether it is consistent with their local procurement policies and regulations.**

PCC 10298 (b) states, the director of the Department of General Services may make this agreement available to any city and county, district, or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology or services for assisting the agency in acquisitions conducted.

A. DGS/PD, TRANSPORTATION MANAGEMENT UNIT (TMU) CONTRACT ADMINISTRATION TEAM

Transportation Management Team
1700 National Drive
Sacramento, CA 95834-1965
Voice: (916) 928-5842
Fax: (916) 928-5849
Email: transportationmanagement@dgs.ca.gov

Team Member Listing
Dana Anderson
Vickie Balog
Annette Shaw
Tom Shinmoto

B. CONTRACTOR LISTING

MSA 5-05-98-02
United Parcel Service
Brent Gardere, National Accounts Manager
1250 Shore Street
West Sacramento CA 95691
Phone: (916) 373-6883
E-mail: bgardere@ups.com

United Parcel Service
Diane Wieseler-Severeid, National Accounts Associate
1250 Shore Street
West Sacramento CA 95691
Phone: (800) 903-6967 or (916) 373-6885
E-mail: dsevereid@ups.com

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C. TERM OF MSA

This agreement will remain in effect for a period of three (3) years from the contract Effective Date unless Customer provides thirty (30) day written notification of termination to UPS. This Agreement may be amended or terminated by either party for any reason upon thirty (30) days prior written notice to the other party. This agreement may be extended for two (2) additional one (1) year terms upon the written mutual agreement of both parties.

D. RESTRICTIONS

There are restrictions for this MSA (See Section II, Ordering Procedures):

1. No standard agreement shall exceed the \$250,000 limit for this Non-IT contract without the DGS/PD-MAP approval.
2. Contracts (STD 213) \geq \$250,000 are subject to DGS/PD-MAP Review/Approval and to request approval agencies must include a copy of their STD 213 and the following "Exemption to exceed the \$250,000 purchase order limit".

E. PRICING

1. All Rate Charts for this MSA are fixed rates/discounts for the first year of this MSA. Ordering agencies will pay the discounted rates specified on the DGS/TMU website. Rates may not exceed these contracted discounted rates.
2. The rate charts do not reflect the discount on UPS Hundredweight services. The percentage discount must be applied to the rate to get the actual charge.
3. The following services are non-discounted: Next Day Air Early A.M., 3 Day Select and Standard to Canada.
4. See Page 5 of 11 for application of rates and discounts.

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APPLICATION OF RATES AND DISCOUNTS

Custom Rates by Service Type

| | Service Description | Custom Discount Rates | | Rate Chart includes Discount | Discount needs to be applied |
|-----------------------|--|-----------------------|-------------|------------------------------------|------------------------------------|
| | | Commercial | Residential | | |
| Domestic | | | | | |
| Ground | Guaranteed day-definite delivery to all 50 states and Puerto Rico* | YES | YES | X | |
| 2nd Day Air | Guaranteed 2nd business day* | YES | YES | X | |
| 2nd Day Air A.M.** | Guaranteed delivery by 12:00 p.m. on the second business day* | YES | see note | X | |
| Next Day Air Saver | Guaranteed overnight delivery by 3:00 p.m.* | YES | YES | X | |
| Next Day Air | Guaranteed overnight delivery by 10:30 a.m.* | YES | YES | X | |
| SonicAir | Same day delivery* | YES | YES | X | |
| Hundredweight Service | | | | | |
| Ground | Guaranteed delivery to commercial addresses by day promised* | YES | YES | | X |
| 2nd Day Air | Guaranteed 2nd business day* | YES | YES | | X |
| Next Day Air Saver | Guaranteed overnight delivery by 3:00 p.m.* | YES | YES | | X |
| Next Day Air | Guaranteed overnight delivery by 10:30 a.m.* | YES | YES | | X |
| International | | | | | |
| Worldwide Express* | | YES | YES | X | |
| Worldwide Expedited* | | YES | YES | X | |

* Please refer to the UPS Rate and Service Guide for specific details.

Published Rates by Service Type (NON-DISCOUNTED SERVICES)

Next Day Air Early

A.M. Guaranteed overnight delivery by 8:00 a.m.*

3 Day Select Guaranteed within three business days

Standard to Canada Guaranteed low-cost ground delivery to every address in the 10 provinces

**Note: UPS does not offer 2nd Day Air A.M. service to residential destinations.

Additional Service Options Available

- No weight limit on overnight letters
- Air Interstate rates / Air Intrastate rates
- Full Tractability: Just log on to www.ups.com
- Three delivery attempts at no additional charge
- Automatic return of undeliverable packages at no additional charge
- Complimentary Shipping Software and Shipping Supplies available
- Convenient Letter Centers and retail stores, The UPS Store for shipping
- Quantum View Manage is a Web-based application that allows shippers to view shipment information for multiple accounts without a tracking number
- Campus Ship is a Web-based shipping system ideal for use by customers with employees in multiple locations who ship a few packages a day
- Internet Shipping is fast, easy and resides on UPS.com, so there is no software to install and everyone in your organization could ship and track
- Flat File Billing makes analyzing your shipping costs much easier than a paper invoice: control costs, facilitate invoice reconciliation, and obtain analytical reports.

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F. CONTRACTOR COLLECTION AND PAYMENT OF DGS ADMINISTRATIVE FEE

DGS charges the users of this MSA an administrative fee. The DGS administrative fee is a specified percentage of contracted services. DGS/TMU will annually set the percentage for such administrative fee. The DGS administrative fee is incorporated into the contractors' rates and collected for DGS/TMU by the contractor for this MSA usage.

G. CUSTOMER REPORTING REQUIREMENTS

All State and Local Governmental agencies that use this contract are required to complete and provide the Contractor and the Department of General Services, Transportation Management Unit, contract administration team with a copy of the following completed contract information:

A Standard Agreement (STD 213) for all State and Local Governmental contract services. The STD 213 shall be completely filled out and include the appropriate Agency billing code and all approved signatures (See Section III, Forms and STD 213 Sample).

Reporting Requirements:

All customers are required to provide and deliver a summary report of each, "Participant's Total Monthly Activity" to the Department of General Services, Transportation Management Unit no later than the 30th calendar day of the following month of the summary closing date. Each line of the report should summarize the billing information for each agency or customer utilizing a STD 213 for services contracted. The following report information is required:

1. Customer(s) shall remit a monthly report to the DGS, TMU at transportationmanagement@dgs.ca.gov for services performed under this contract. The monthly reports shall be submitted no later than the 30th Calendar day of the following month, and contain the following information:
 - a. **Customer Name** (department, agency, city, county, school district, etc.)
 - b. **Total Net Amount US Dollar**
 - c. **State/Local Government Billing Code**
2. Customer(s) shall provide monthly reporting in an electronic file with tab-delimited text accessible in Microsoft Word, Excel or Access.
3. A reporting document can be found under Forms on the Parcel Delivery Service main page of our website.

Copies of any/all documents and additional reports that pertain to this contract when requested by the contract administrator shall be provided to the State of California, DGS, PD, and TMU.

H. PRICE ESCALATIONS

UPS and Customer agree that the custom rates defined in this Agreement may increase once per year and will coincide with the UPS General Rate Increase. UPS agrees to notify Customer at least thirty (30) days prior to the effective date of the UPS General Rate Increase. This will be calculated by using the current contract rate(s) multiplied by the escalation percentage, then adding that result to the current rate(s) to determine the new contract rate(s).

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

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I. PAYMENT PROVISIONS

Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices the State agrees to compensate the Contractor for expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. Seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

J. GENERAL TERMS AND CONDITIONS

Contractor signed and agreed to the General Terms and Conditions (GTC - 304) and these "General Terms and Conditions" are included in your agreement by reference. To view provisions, refer to the following Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

K. CONTRACTOR CERTIFICATION CLAUSES

Contract signed and agreed to the Contractor Certification Clauses (CCC - 304) and these "Contractor Certification Clauses" are included in the agreement by reference. To view provisions refer to the following Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> .

L. SETTLEMENT OF DISPUTES

If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through direct discussions between the parties within thirty (30) days of first entering into such discussions or as otherwise mutually agreed upon by the parties, then either party may initiate litigation in a court of competent jurisdiction to contest such decision.

M. LOCAL AGENCIES GUIDELINES FOR USE OF THIS MSA

1. Local agencies must have obtained internal approval prior to issuing an order against this MSA. Local agencies must agree to all the terms and conditions of this MSA when issuing orders against this MSA.
2. Local agencies shall use the States forms along with their own required contract forms and must include all pertinent information as required by State ordering agencies. (See Section III, Forms)

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SECTION II ORDERING PROCEDURES

This User Guide is designed to help the ordering agency with the final selection of a Contractor. In addition to procedures found in the user guide and the DGS State Contracting Manual, the ordering agency's internal contract procedures must also be followed.

A. EXECUTING MSA SERVICE CONTRACT

1. Preparation of Contract (refer to Section III, for Forms/sample)

State of California Departments/Agencies shall follow their individual contracting procedures. Users of this contract shall use the States' Standard Agreement (STD 213) form appropriately to initiate this MSA Service Contract. Each contract user must submit a copy of their signed agreement (STD 213) to the TMU contract administrator upon receipt of appropriate State/Contractor signatures. The ordering agency's name and DGS billing code must be listed in the body of the STD 213 State form.

Do not change or repeat the terms and conditions of this MSA. The MSA contract language with DGS is incorporated by reference and is not attached to the ordering agency's contract.

2. Processing of Contracts for State Agencies

- a) No standard agreement shall exceed the \$250,000 limit for this Non-IT contract without the DGS/PD-MAP approval.
- b) Contracts (STD 213) \geq \$250,000 are subject to DGS/PD-MAP Review/Approval and to request approval agencies must include a copy of their STD 213, and the following "Exemption to exceed the \$250,000 purchase order limit".

3. Processing of the EXEMPTION TO EXCEED the \$250,000 PURCHASE ORDER LIMIT

Any agency requesting this exemption must include the following justification information to DGS/PD-MAP administrator stated below.

Project Description

A description of the project (all Phases) or program is required, as well as a listing of the services being acquired.

Competitive Solicitation Consideration

Identify the reasons why a competitive solicitation process would not result in the best solution for your business needs.

Best Value Determination

Provide the names of the contractors considered, pricing information, and the basis for determining that your selection is the best value for our business needs.

Lower Prices and or Added Value

Prices lower than the MSA price list and or added value to prices and/or total project cost are required for all purchase orders that exceed the purchase order limit.

Agencies may identify the published unit cost and the reduced cost either by line item comparison, blanket percentage reduction, or otherwise clearly document the price difference.

For added value to the total project cost, identify what the items are and how they add value.

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Historical Information

Usage, Reporting, etc..

Users of this contract that request to exceed the \$250,000 order limit shall submit their request to DGS/PD Multiple Award Program at the following address:

DGS/PD-MAP

Administrator: Dion Campos

707 Third Street 2nd floor

P.O. Box 989054

West Sacramento, CA 95605

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SECTION III FORMS

See the DGS/OLS Website to download the Standard Agreement (STD 213) form. You may view the instructions for form completion at the following <http://www.ols.dgs.ca.gov/contracting+info/formsandinstructions.htm> .

The State of California – DGS has the Contractors signed copy of the Payee Data Record, Standard 204 (STD 204) on file for this MSA.

The State of California – DGS has the Contractors signed copy of the Contract Certification Clauses (CCC - 304) on file for this MSA.

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STANDARD AGREEMENT

SAMPLE

STD 213 (Rev 06/03)

AGREEMENT NUMBER

5-05-98-02

AGENCY BILLING CODE NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State/Local Agency and the Contractor named below:

STATE/ LOCAL AGENCY'S NAME

CONTRACTOR'S NAME

United Parcel Service (UPS)

2. The term of this Agreement is: 04/25/2005 through 04/24/2008

3. The maximum amount of this Agreement is: \$ N/A

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 – Standard 204 Payee Data Record (Dated 7/94) | 2 pages |
| Exhibit B – CCC 304 Contractor Certification Clause (Dated 3/1/2004) | 4 pages |
| Exhibit C – GTC 304 - General Terms and Conditions (Dated 3/1/2004) | 4 pages |
| Exhibit D – UPS Carrier Incentive Program Carrier Agreement (Dated 3/3/05) | 1 page |
| Attachment A – Terms and Conditions (Dated 3/3/05) | 3 pages |
| Attachment B – State of California Approved Locations (Dated 3/3/05) | 1 page |
| Attachment C – Domestic Incentive Program (Dated 3/3/05) | 2 pages |
| Attachment D – Specialized Incentive Program (Dated 3/3/05) | 1 page |
| Attachment E – SonicAir Incentive Program (Dated 3/3/05) | 2 pages |
| Attachment E-1 – SonicAir Incentive Program (Dated 3/3/05) | 1 page |
| Attachment F, F-1 & F-2 – Custom Rates (Ground, Air & U.S. Export) | |

All items shown are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

United Parcel Service (UPS)

BY (Authorized Signature)

DATE SIGNED(Do not type)

 PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

STATE/ LOCAL AGENCY NAME

BY (Authorized Signature)

DATE SIGNED(Do not type)

 PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per: