DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

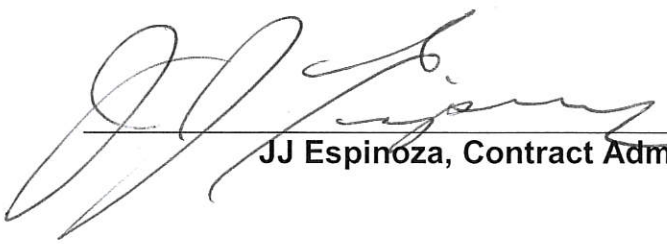
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

COOPERATIVE AGREEMENT
USER INSTRUCTIONS
Supplement #12

Important Note: Supplement #12 replaces and supersedes Supplement #11 User Instructions *dated 03/14/2016*

ISSUE AND EFFECTIVE DATE: 8/05/2016	
TITLE/DESCRIPTIONS:	Small Parcel Delivery Services
CONTRACT NUMBERS:	7-11-99-10 FedEx 7-11-99-11 GSO 7-11-99-12 On-Trac 7-11-99-13 UPS
CONTRACT TERM:	Various through 11/27/2016
CONTRACT CATEGORY:	Non-IT Services
MAXIMUM ORDER LIMIT:	$500,000 (*State Departments Only*)
FOR USE BY:	State and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	**http://www.dgs.ca.gov/pd/Programs/Leveraged/NASPO/NASPOSmallParcel.aspx**
STATE CONTRACT ADMINISTRATOR:	JJ Espinoza (916)375-4393 jj.espinoza@dgs.ca.gov

Ordering Agencies are instructed to carefully review these User Instructions in its entirety. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instructions Supplement.



JJ Espinoza, Contract Administrator — **8/05/2016** **Date**

Summary of changes		
Supplement No.	**Description**	**Supplement Date**
12	• Contract Usage/Rules, Section 2 E page 3 - Removed ARRA verbiage • Section 13, Contract Term, page 7 - Updated new contract end date from 8/27/2016 to 11/27/2016 for FEDEX, UPS and GSO - OnTrac has not signed the amendment and their contract will expire 08/27/2016 • Attachment A - Updated web link, removed bidsync and added CaleProcure link	8/05/2016

1. SCOPE

The State of California has established Cooperative Agreements with contractors on the State of Utah, NASPO ValuePoint contract for Small Package Delivery Services. Contracts were awarded on a competitive basis to qualified Carriers who provide small package delivery services. Participating Addenda are in place with four carriers; FedEx Corporate Services, Inc. and United Parcel Service, Inc. have agreed to provide Intrastate and Interstate delivery services to the contiguous 48 States, Alaska, Hawaii, Puerto Rico and international locations. Golden State Overnight and OnTrac have agreed to provide California's intrastate ground and/or pouch delivery services.

The purpose of this Cooperative Agreement is to provide a purchasing vehicle for Small Package Delivery Services for all State Agencies and local government agencies, which are any city, county, district or other governmental body, empowered to spend public funds per California Public Contract Code Section 10299.

While the State of California makes this Cooperative Agreement available to local governmental agencies, each local agency should make its own determination of whether using this Cooperative Agreement is consistent with its procurement policies and regulations.

The contract term is 8/27/2011 through 8/27/2016. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor(s) and the State. If a mutual agreement cannot be met, the contract may be terminated at the end of the current contract term.

This MPA offers the following benefits to State and Local Agencies:

a. Carriers have agreed to hold firm pricing for first year of contract;
b. Carriers have agreed to waive weekly service charges and on demand pickup fees;
c. No advertising, bidding and contracting procedures by using the less formal standardized MSA ordering process;
d. Ability to choose the carrier best suited for specific department requirements/needs;
e. Streamlined ordering process via a Standard 65 ordering document;

2. CONTRACT USAGE/RULES

a. **Adherence to Applicable Laws**: Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes. State agencies are prohibited from purchasing services not in compliance with technical specification of **NASPO ValuePoint Participating Addendum**.

b. ***DELETED***

c. **Purchase Authority (State Departments Only)**: Prior to placing orders against this contract, departments must have been granted purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD may access the Purchasing Authority Application at

http://www.documents.dgs.ca.gov/pd/poliproc/v2Chapt01_10_0730.doc, Section A, Topic 5, or may contact DGS/PD's Purchasing Authority Management Section by email at pams@dgs.ca.gov.

d. **Mission Critical (State Departments Only)**: State departments must complete and submit a Mission Critical certification form for all orders which require DGS review and approval. The form is available at http://www.documents.dgs.ca.gov/pd/delegations/pac021810.pdf

e. **DELETED**

f. ***DELETED***

g. **DGS Administrative Fee:** Ordering agencies will not be charged the DGS Administrative fee nor will they be invoiced by the Contractor(s) for use of these agreements

h. **Optional Use**: State and local government agency use of **NASPO ValuePoint contracts** is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the NASPO ValuePoint program is consistent with its procurement policies and regulations.

i. ***DELETED***

j. **Term" Ordering Agencies":** Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local government agencies shall be identified within each article.

3. AGREEMENT SUMMARY (STD 215)

State agencies are required to complete the STD 215 for all contracts, regardless of dollar amount. The justification for contracting based on Government Code Section 19130 (see #17) is an important component of the contract documentation. The STD 215 should be maintained in the contract file with other purchase documents. Click on the following link to download the 215 document:
http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/search/resultsNumber.aspx?number=215

4. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

Contact: JJ Espinoza
Phone: (916) 375-4393
Fax: (916) 375-4663
E-Mail: jj.espinoza@dgs.ca.gov

5. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.

To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process **http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf**.

6. AVAILABLE SERVICES

Available delivery services are listed below by contractor. It is the responsibility of the State or Local agency to determine the appropriate service for their needs. Additional delivery service information can be found at the contractor's websites. See Attachment A.

Small Parcel Delivery Services		
Contractors	**Contract Number**	**Services Available**
FedEx	7-11-99-10	• Priority Overnight, • FedEx Standard Overnight • FedEx 2 Day A.M. • FedEx 2 Day • FedEx Express Saver • FedEx Ground • FedEx Home Delivery Ground • FedEx Ground Alaska and Hawaii • FedEx Ground Canada • FedEx Ground Multi-Weight • Multiple National Carrier Rates
GSO	7-11-99-11	• GSO Priority Overnight (PDS 4) • GSO Ground (CPS 2) • GSO Saturday Delivery (SDS 2) • GSO Early Priority Overnight (EPS 8) • GSO Early Saturday (ESS 2) • GSO Pouch Delivery Service
OnTrac	7-11-99-12	• Palletized Freight • Saturday Delivery • Pouch Service • C.O.D Service

UPS	7-11-99-13	• UPS Ground • UPS 3 day select service • UPS Second Day Air A.M. Service • UPS Second Day Air Service • UPS Next Day Air Service • UPS Next Day Saver Service • UPS Hundredweight Service

7. ***DELETED***

8. **NASPO ValuePoint CONTRACT INFORMATION**

See Attachment A for list of awarded contracts and contract Terms and Conditions.

9. **DOLLAR THRESHHOLDS (State Departments Only)**

NASPO ValuePoint Program Limitation: $500,000.00.

Departments executing NASPO ValuePoint orders over $500,000 for non-IT goods must obtain DGS/PD approval prior to executing the purchase documents. The following information must be documented by the department and submitted to DGS/PD:

- Identify the needs for the goods and/or services and the dollar value of the impending purchase document.
- Explain how the department has determined that issuance of a purchase document to this particular contractor makes good business sense and how best value for the department has been achieved.
- Upon review and approval of the documentation submitted, DGS/PD will issue an approval letter concurring with the department's request. Upon receiving approval from DGS/PD, the department may proceed to execute the order SCM Vol. 2 chapter 6 F3.6.
- Departments executing orders using the NASPO ValuePoint program may obtain three offers and document best value. Departments are also encouraged to conduct price comparisons among the NASPO ValuePoint suppliers, if available.
- Pursuant to Public Contract Code Section 10329, willfully splitting a single purchasing transaction into a series of transactions for the purpose of evading bidding requirements or to circumvent ordering limits is prohibited.

10. **EXECUTING PURCHASE ORDER**

THE NASPO ValuePoint STATE OF CALIFORNIA PARTICIPATING ADDENDUM NUMBER MUST BE SHOWN ON THE PURCHASE DOCUMENT.

Purchasing documents must contain the following information:

- Agency Order Number (Contract Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number

- NASPO ValuePoint Contract Number
- Contractor Information
- Statement/Scope of Work
- Total Cost
- Additional information as needed

State agencies shall use a Purchase Order (STD 65) for purchase execution.

An electronic version of the form is available at the following website:

http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std065.pdf

Local governments shall, in lieu of the State's Purchase Order (STD 65), use their own purchase order document.

The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a STD.65, including all pertinent information for each individual order issued against the Agreement and sends the STD. 65 to the selected Contractor.

NOTE: CAL-Card (procurement card; i.e. visa) orders are also accepted.

As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

11. ORDERS OVER $50,000.00

The ordering State agency or department must obtain approval from the DGS Office of Legal Services (OLS) if the service contract amount exceeds $50,000 (unless the State agency has an OLS Exemption greater than $50,000) per State Contract Manual, Volume II, Chapter 6, Section 6.A1.2. Follow the routing procedures used for non-IT service contracts.

12. NASPO ValuePoint BASE CONTRACT

This NASPO ValuePoint contract is based on some or all of the services and prices from NASPO ValuePoint Small Package Delivery Services Contract, State of Utah MA454, MA065, MA2016 and MA 2018.

A copy of this NASPO ValuePoint Master Agreement is available on the Internet at:
http://www.aboutwsca.org/contract.cfm/contract/w15-2011

13. CONTRACT TERM

The contract term for the California Participating Addendum is 8/27/2011 through 11/27/2016.

14. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

15. ON-LINE ORDERING

Contact the supplier representative to discuss setting up an online ordering website for your agency. State agencies must still provide a copy of the ordering document to the DGS/PD. If using a CAL-Card, a copy of the on-line order acknowledgement must be sent in place of the ordering document. THE AGENCY BILLING CODE MUST BE INCLUDED ON EITHER DOCUMENT **(Local Governments are Exempt)**.

16. PURCHASE ORDER DISTRIBUTION *(DELETED)*

17. PAYMENTS AND INVOICES

a. Payment Terms

See **NASPO ValuePoint Supplier Contract Information** (Attachment A) for Payment Terms. 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 forty-five (45) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (Std. 204)

Each state accounting office must have a Payee Data Record (STD. 204) in order to process payment of invoices. Agencies should request a STD. 204 from the contractor and forward a copy of the Std. 204 to their accounting office(s). Without the STD. 204, payment may be unnecessarily delayed.

c. Federal Debarment

The Federal Department of Labor requires State departments expending Federal funds of $25,000 or more to have a certification by the Contractor they have not been debarred or suspended from doing business with the Federal Government.

18. DELIVERY

Delivery shall take place thirty (30) days after receipt of order, or as negotiated between agency and contractor and included in the purchase document, or as otherwise stipulated in the contract.

19. TERMINATION

Any State or Local agency may terminate any order against this agreement upon thirty (30) days' notice provided the products or services have not already been accepted. This does not affect the termination clause of the NASPO ValuePoint Master Price Agreement concerning failure to perform or upon mutual consent.

Attachment A-Contract Information

Contractor Name	**FedEx Corporate Services, Inc.**
Contract Number	7-11-99-10
Contract Term Dates	8/27/2011 through 11/27/2016
Ordering Address	3650 Hacks Cross Road, Bldg. E, 3rd Floor Memphis, TN 38125
Contact	Elaine Heath, Worldwide Account Manager
Phone	858/450-9869
Fax	901/471-5901
New Account	800/645-9424
Pick-Ups	800/463-3339
Sales	858/450-9869
Fax	901/471-5901
Email	Elaine.heath@fedex.com
Pricing (Website) Category Warranty Delivery Shipping Freight	https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx
Contractor Ownership Information	FedEx Corporate Services, Inc. is a large business enterprise.
Payment Terms	Net 45 days
FEIN	71-0427007
CAL-Card Accepted	FedEx Corporate Services, Inc. accepts the State of California credit card (CAL-Card). A Standard Agreement (STD 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

Attachment A - Contract Information, continued

Contractor Name	**Golden State Overnight (GSO)**
Contract Number	7-11-99-11
Contract Term Dates	8/27/2011 through 11/27/2016
Ordering Address	3330 Data Drive, Suite 200 Rancho Cordova, CA 95670
Contact	Ernesto Diamonon
Phone	916/636-5130
Fax	916/636-5105
Email	ediamonon@gso.com
Pricing (Website) Category Warranty Delivery Shipping Freight	https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx
Contractor Ownership Information	Golden State Overnight is a large business enterprise.
Payment Terms	Net 45 days
FEIN	94-3221288
CAL-Card Accepted	Golden State Overnight accepts the State of California credit card (CAL-Card). A Standard Agreement (STD 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

Attachment A - Contract Information, continued

Contractor Name	**OnTrac**
Contract Number	7-11-99-12
Contract Term Dates	8/27/2011 through 08/27/2016
Ordering Address	1635 Main Avenue, Suite 3 Sacramento, CA 95838
Contact	Manuel Silva
Phone	916/921-6016 ext. 6114
Fax	916/921-2729
Email	rkuhnau@ontrac.com
Pricing (Website) Category Warranty Delivery Shipping Freight	https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx
Contractor Ownership Information	OnTrac is a large business enterprise.
Payment Terms	Net 45 days
FEIN	98-0066674
CAL-Card Accepted	OnTrac accepts the State of California credit card (CAL-Card). A Standard Agreement (STD 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

Attachment A - Contract Information

Contractor Name	**United Parcel Service, Inc. (UPS)**
Contract Number	7-11-99-13
Contract Term Dates	8/27/2011 through 8/27/2016
Ordering Address	3108 W. Thomas Road, Suite 1205 Phoenix, AZ 85017
Contact	Flo Matteo, Director of Enterprise Accounts
Government Sales	602/758-8654
New Accounts	wsca@ups.com
Fax	N/A
Email	fmatteo@ups.com
Pricing (Website) Category Warranty Delivery Shipping Freight	https://caleprocure.ca.gov/pages/LPASearch/lpa-search.aspx
Contractor Ownership Information	UPS is a large business enterprise.
Payment Terms	Net 45 days
FEIN	36-2407381
CAL-Card Accepted	UPS accepts the State of California credit card (CAL-Card). A Standard Agreement (65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.