

36328

UPS CUSTOMER AGREEMENT

**FOR THE PROCUREMENT OF
EXPRESS COURIER, OVERNIGHT & GROUND DELIVERY LOGISTICS SERVICES UNDER THE
SOURCEWELL CONTRACT #090121-UPS**

SOURCEWELL Member (hereafter referred to as Member Customer) 100480 and UPS agree to enter into this Agreement to allow Member Customer to purchase and UPS to provide express courier, overnight, and ground delivery logistics services under all rates, terms and conditions previously agreed between UPS and SOURCEWELL Contract #090121-UPS, effective on March 21, 2022 and terminating on November 11, 2025 ("SOURCEWELL Contract"). Notwithstanding any other effective date contained in this agreement, the rates established under this agreement will be effective no sooner than three weeks after the date UPS receives a fully executed contract with all required approvals from the Member Customer or as of the effective date, whichever is later. Orders submitted before rates are established will be charged at rates published in the UPS Rate and Service Guide, in effect at the time of shipping. Any Member Customer request for a UPS certificate of insurance must be made before signing this Member Customer Agreement. UPS liability for Loss or damage to, or delay of, a package shall be as set forth in the UPS Tariff/Terms and Conditions of Service, in effect at time of shipping.

This Agreement may be used by all state agencies, education institutions (public and private), political subdivisions of a state, and other government entities that are eligible according to the terms and conditions of the SOURCEWELL Contract and the procurement laws governing the Member Customer.

Member Customer certifies that it is eligible to access the SOURCEWELL Contract under the terms and conditions of the SOURCEWELL Contract and enters this agreement in accordance with all applicable procurement and acquisition laws, policies and procedures governing it. UPS relies on Member Customer's certification of its eligibility and legal authority to enter into this Agreement as a material inducement. Member customer will provide information verifying eligibility upon request.

The SOURCEWELL Contract sets forth the terms and conditions under which UPS will provide the transportation and delivery services ("Services") outlined in the SOURCEWELL Contract. The Services are further described in the applicable UPS Rate & Service Guide applicable to the United States in effect at the time of shipping. Parties agree that all Services provided by UPS are subject to the terms of the UPS Rate & Service Guide and Tariff/Terms and Conditions of Service, in effect at the time of shipping, which are incorporated herein by this reference. Additional terms and conditions, including acceptance of policies and procedures, shall not be incorporated into this Agreement unless expressly agreed upon by UPS in writing as evidenced by signature. The fulfillment of orders shall not evidence UPS's agreement to additional terms and conditions, nor construed as UPS acceptance of modifications, alterations, enhancements or otherwise changes to the Services.

In the interest of reducing fraud risk and unauthorized re-selling of UPS's Services, nothing in this Agreement shall obligate UPS to continue service to Member Customer if it has exhibited fraudulent behaviors. Member Customer and/or any Purchasing Entities under this agreement shall not allow third parties to benefit from this Agreement without the express written permission of UPS. Shipping behavior that suggests a benefit to a third party without UPS's express permission shall be considered "Fraud". UPS, in its sole discretion, can suspend or cancel any account under this agreement for Fraud. Member Customer agrees to allow UPS to suspend accounts in the event of non-appropriated funds. Member Customer will pay in full for services rendered.

Service interruptions posted on www.ups.com shall not constitute a default under this Agreement.

If SOURCEWELL notifies UPS that Member Customer is no longer eligible to participate under the SOURCEWELL Contract, or if Member Customer sells, assigns or transfers the UPS Services, including pricing, to any third party, UPS shall immediately terminate this Agreement. Member Customer acknowledges and agrees that if SOURCEWELL Contract expires or is terminated for any reason whatsoever, such expiration or termination will operate as an automatic and immediate termination of this Member Customer Agreement without notice to Member Customer. This Member Customer Agreement may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the termination date. Member Customer may not extend this Agreement under any circumstance beyond the term in the SOURCEWELL Contract.

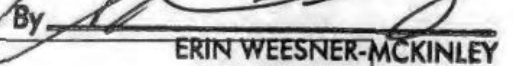
SOURCEWELL Member: City of Long Beach	UPS
Member Number: 100490	
Authorizing Signature: <i>Linda J. Tatum, ASST CITY MANAGER</i>	Authorizing Signature: <small>DocuSigned by:</small> <i>Matthew Bracken</i> <small>7855A8081F74402</small>
Name and Title: Charles Parkin, City Attorney /Linda Tatum, City Manager	Name and Title: Matthew Bracken Director Enterprise Accounts
Date: <i>August 19, 2022</i>	Date: 8/16/2022 11:18 AM EDT

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

Attachment A

APPROVED AS TO FORM

August 16, 2022
CHARLES PARKIN, City Attorney

By 
ERIN WEESNER-MCKINLEY
DEPUTY CITY ATTORNEY

UPS Account Number	UPS Account Name
180820	PRM/Animal Control
180821	Human Resources
180912	PW/Engineering
643248	PW/Eng Design Div
643286	PW/Bus Ops Admin
096V5X	City Auditor
096V5Y	City Clerk
096V6W	City Prosecutor
096V6X	Civil Service
09V872	Public Works - Traffic Division
18060A	Energy Resources
18060V	Fire Warehouse
18061A	Financial Mgt/Admin
18061V	Financial Mgt/Purchasing
18082A	Harbor Dept HQ
18082X	HE/Admin
18083E	Library
18083X	City Attorney
18085E	Long Beach Police - Academy
18086V	PRM/Admin
18087E	PRM/Alamitos Bay
18089A	Long Beach Airport

Attachment A (continued)

UPS Account Number	UPS Account Name
18091V	Financial Mgt/Fleet Svcs
18092V	DV/Building
18094E	TI/Admin
18095V	WA/Admin
1809A0	PW/Director
18X50X	DV/Housing
18X561	DV/Code Enforcement
18X57X	HE/Laboratory
18X5E2	HE/Housing Authority
18X604	ED/WD Career Svcs
18X639	DV/Admin
18X6E7	PW/Bus Ops Spec Proj Div
3Y677W	City Manager- Special Events
596AX9	Long Beach Police- Field Support
6A4W72	Long Beach Police East Division
87A2E3	PW/Construction Mgt
87A538	ED/Pacific Gateway Worksource
87AV12	DV/Planning
89F656	Harbor Dept / Eng-Survey
89F739	PW/Public Services Bureau
89F7A3	Harbor Dept/Commercial Ops-Security
E702Y1	PW/Project Management
EF8897	Long Beach Fire Training Center
W04V75	City Manager
X5R099	Disaster Preparedness & Emergency
614728	City of Long Beach
1809E3	City of Long Beach
1809E4	City of Long Beach