

Date: September 1, 2009

Account #: 425372

To: **The California Digital Library**

From: Edmund Louie
Tricor America, Inc.

This letter will serve as a Memorandum of Understanding between Tricor America, Inc. (hereinafter "Tricor") and **The California Digital Library/The University of California**. This letter is to be construed as an agreement between parties only and not as a formal contract.

The agreement consists of the following terms:

I. Services

The purpose of the services outlined in this agreement is for the transportation of bibliographic and media materials between **The University of California** campuses listed in **Appendix 1: Participating Campuses**.

Tricor agrees to:

- a) Provide one or two campus stops per day, at campus option, for the pick-up and delivery of all bibliographic and media materials—**See Appendix 2: Pick and Delivery Times**
- b) Provide overnight delivery service between all of the participating campuses
- c) Designate a representative who shall serve as the contact for each campus with respect to any questions or problems that may arise during the term of this agreement
- d) Provide a manual tracking system until an electronic one can be implemented

The University of California agrees to:

- e) Designate one staff member from each participating campus to serve as a coordinator for Tricor on all matters related to the physical transportation of materials
- f) Provide courier access to all designated pick-up and delivery locations on campus

II. Rates and Payment

The California Digital Library agrees to pay Tricor the total annual fixed monthly charges at the beginning of the contract year (September 1, 2009)—**See Appendix 3: Schedule of Fixed Monthly Charges.** Tricor will bill the campuses separately each month for any additional monthly charges incurred outside of the fixed monthly charges.

Fixed monthly charges include:

- a) **Stop Fee:** For those campuses having two campus stops per day, the monthly Stop Fee is \$195.36. For those campuses with one campus stop per day, the monthly Stop Fee is \$102.96. The Stop Fee is calculated at \$4.68 per campus stop billed over (22) business days per month. For those campuses with CSU cost sharing, the monthly Stop Fee is \$79.86.
- b) **Contract Weight Charges:** Each campus/library is allocated a fixed number of pounds it can ship each day to the other participating campuses at a fixed monthly cost—See Appendix 3 for detailed cost information. The allocation of weight is based on historical shipping data recorded over one calendar year. —**See Appendix 4: Daily Weight Allowances** for a breakdown of the weight allocations by campus.

Additional monthly charges include:

- c) **Additional Weight Charges:** Tricor will bill each campus/library, in accordance with the following Schedule of Rates, for any shipments weighing more than the daily allowable weight:

Schedule of Rates

ZONE 1 (Northern California)	ZONE 2 (Southern California)
University of California UC Berkeley UC Davis UC Merced UC San Francisco UC Santa Cruz NRLF	University of California UC Irvine UC Los Angeles UC Riverside UC San Diego UC Santa Barbara SRLF

ZONE 1: Northern California		
ZONE 2: Southern California		
Originating Campus Zone	Destination Campus Zone	Rate/LB
1	1	\$ 0.35/LB
1	2	\$ 0.60/LB
2	2	\$ 0.35/LB
2	1	\$ 0.60/LB

Tricor will bill the campuses separately each month for any additional weight charges—**See Appendix 5: List of Tricor Accounts**. In addition to the above monthly charges, each campus agrees to pay Tricor for:

- d) The cost of courier pouches, transport bins, security vaults, and such other items required or requested by **The University of California** --**See Section V. Packaging and Labeling** for detailed cost information
- e) The cost of cable ties used to secure courier pouches and transport bins--\$ 20.00 per bag of 1,000 cable ties
- f) Any services rendered on the federal holidays listed in **Section III. Holiday Service** (\$ 25.00 per location)
- g) The cost of any parking or loading permits required to operate on campus

Tricor agrees to:

- h) Issue the appropriate credits for failure to meet any service commitments outlined in this document

III. Holiday Service

TRICOR observes the following federal holidays:

New Years Day	July 4 th	Thanksgiving Day
Day After Thanksgiving	Labor Day	Memorial Day
Martin Luther King Day	President's Day	Christmas Day
Veterans Day		

IV. Loss and Damage Coverage

The liability of Tricor to **The California Digital Library/The University of California** for negligent loss or damage of any shipment or part of a shipment shall be limited to the cost of restoration and repair or the face value of items that cannot be restored or repaired provided however, that the maximum liability of Tricor shall not exceed the sum of \$ 100.00 per book or \$ 500.00 per package.

The University of California agrees to:

- a) Insure that every package tendered to Tricor for transport is properly packaged and the destination clearly marked—**See Appendix 6: Packing and Shipping Guidelines**
- b) Maintain records of each item contained in any package handled under this agreement

- c) Notify Tricor in writing, within 45 days after the occurrence thereof, of any claim of damage to or loss of any property delivered to Tricor for transport, and shall furnish proof thereof in a form satisfactory to Tricor or to its insurance carrier. Further, **The University of California** shall fully cooperate with Tricor and its insurance carrier to affect recovery or minimize any loss.

Tricor agrees to:

- d) Handle all shipments according to the guidelines listed in **Appendix 7: Tricor Handling Guidelines**

V. Packaging and Labeling

Tricor will make available for purchase to the **University of California** a supply of reusable transport bins and courier pouches, into which materials may be placed for shipment. Tricor will supply labels, at no cost, for placement on the containers to indicate their destination. The sender's address is printed on the verso of each label so that upon reaching its destination, it can be reversed and the container returned to its original owner. Beginning June 1, 2000 newly purchased bins must be marked with the purchase date. Tricor will replace any bins damaged during the shipping process within the first 6 months of use at no additional cost.

Packaging Options and Replacement Costs

10oz Nylon Courier Pouches

Outside Dimensions			Capacity
Length (inches)	Width (inches)	Height (inches)	Cubic Feet - Gallon
14	18	-	-
Replacement Costs			
Quantity	Cost/Courier Pouch	Stencil Set-up and Printing	
0 - 100	\$ 11.00	Included in price of pouch	

Industrial Grade Transport Bins (39-085)

Outside Dimensions			Capacity
Length (inches)	Width (inches)	Height (inches)	Cubic Feet - Gallon
21.5	15	9	1.68 - 8.5
Replacement Costs			
Quantity	Cost/Transport Bin		
15-100	\$ 24.50 each		
With Stenciling	\$ 31.00 each with a one time set up fee of \$150.00		

VI. Service Commencement and Right of Termination

The term of this agreement shall be 24 months. Service under this agreement will commence on September 1, 2009 and operate through December 31, 2011. This agreement shall be subject to a right of termination by either party hereto delivering to the other written notice not less than 30 days prior to the effective termination date.

In the absence of a new agreement prior to or after December 31, 2011, the terms and conditions of this agreement shall be extended on a month-to-month basis.

Date: _____

Edmund Louie
Tricor America, Inc.

Date: _____

The California Digital Library

Marlayna Christensen

Title

Appendix 1

Participating Campuses

The purpose of the services outlined in this agreement is for the transportation of bibliographic and media materials between the **University of California** campuses listed below:

The University of California

UC Berkeley
UC Davis
UC Irvine
UC Los Angeles
UC Merced
UC Riverside
UC San Diego
UC San Francisco
UC Santa Barbara
UC Santa Cruz
Northern Regional Library Facility
Southern Regional Library Facility

***The California Digital Library/The University of California** can expand the number of locations covered under this agreement at any time during its term.*

Appendix 2

Pick-up and Delivery Times

Campus	Pick-up	Delivery
UC Berkeley		
Doe Library	4:00 PM	8:00 AM
UC Davis		
Shields Library	3:30 PM	9:30 AM
UC Irvine		
Langson Library	4:00 PM	8:30 AM
UC Los Angeles		
YRL	3:00 PM	9:00 AM
UC Merced		
Kolligian Library	1:30 PM (Exchange)	1:30 PM (Exchange)
UC Riverside		
Rivera Library	3:30 PM	9:30 AM
UC San Diego		
Geisel Library	3:30 PM	7:30 AM
UC San Francisco		
University Library	10:00 AM (Exchange)	10:00 AM (Exchange)
UC Santa Barbara		
Davidson Library	10:00 AM (Exchange)	10:00 AM (Exchange)
UC Santa Cruz		
McHenry Library	11:30 AM (Exchange)	11:30 AM (Exchange)
Northern Reg. Lib. Facility		
NRLF	3:00 PM (Exchange)	3:00 PM (Exchange)
Southern Reg. Lib. Facility		
SRLF	3:00 PM (Exchange)	8:00 AM (Exchange)

Appendix 3
Schedule of Fixed Monthly Charges
 (September 1, 2009 through December 31, 2011)

Campus – Library	Stop Fee (Per Month)	Contract Weights (Per Month)	Total Monthly Contract
UC Berkeley – Doe Library	\$ 102.96	\$ 1,592.89	\$ 1,695.85
UC Davis – Shields Library	\$ 79.86	\$ 1,661.88	\$ 1,741.74
UC Irvine – Langson Library	\$ 195.36	\$ 1,182.93	\$ 1,378.29
UC Los Angeles – YRL	\$ 79.86	\$ 1,532.83	\$ 1,612.69
UC Merced – Kolligian Library	\$ 92.40		\$ 92.40
UC Riverside – Rivera Library	\$ 195.36	\$ 1,006.01	\$ 1,201.37
UC San Diego – Geisel Library	\$ 195.36	\$ 1,188.06	\$ 1,383.42
UC San Francisco – University Library	\$ 102.96	\$ 338.88	\$ 441.84
UC Santa Barbara – Davidson Library	\$ 102.96	\$ 1,535.48	\$ 1,638.44
UC Santa Cruz – McHenry Library	\$ 102.96	\$ 758.73	\$ 861.69
NRLF	\$ 107.58		\$ 107.58
SRLF	\$ 107.58		\$ 107.58
TOTALS:	\$ 1,465.20	\$ 10,797.69	\$ 12,262.89

Appendix 4
Daily Weight Allowances
(September 1, 2009 through August 31, 2009)

See Excel Spreadsheet Copy

Appendix 5
List of Tricor Accounts

Campus - Library	Tricor Account Number
UC Berkeley – Doe Library	424719
UC Davis – Shields Library	424718
UC Irvine – Langson Library	425024
UC Los Angeles – YRL	424712
UC Merced – Kolligian Library	426019
UC Riverside – Rivera Library	425026
UC San Diego – Geisel Library	424716
UC San Francisco – University Library	424720
UC Santa Barbara – Davidson Library	424722
UC Santa Cruz – McHenry Library	424721
NRLF	
SRLF	

Appendix 6

Packing and Shipping Guidelines

1. Books and General Collections will be shipped in bins or pouches as appropriate for the size of the shipment.
2. Books in bins will be packed with appropriate padding to prevent them from shifting within the bin.
3. Books in pouches may be packed in envelopes/jiffy bags for additional protection.
4. Articles may be placed in hard covered folders (such as color-life expanding wallets with grippers) and shipped in pouches.
5. Pouches may be shipped in bins for greater protection.
6. Microfilms and maps will be individually wrapped before shipping in bins. Microfilms will not be shipped in pouches.
7. Audiotapes, CD's and sound recordings will be placed in a box for shipment with a pouch or bin. LP's will be sent in bins only.
8. Fragile/damaged items will be tagged prior to shipping in bins and/or pouches.
9. Receiving campus will complete a Damage Report and send it to the Tricor Coordinator (Marlayna Christensen – UCSD).
10. Empty bins and pouches will be returned, empty or not, to their owning library.

Appendix 7

Tricor Handling Guidelines

1. Pick-ups and deliveries will be made in an appropriate delivery vehicle that ensures the safety of materials being shipped. Materials may not be exposed to climatic conditions that would compromise the items (including exposure to water, extreme heat or extreme cold). Materials must be covered from the elements at all times including during transportation and when waiting for transfers.
2. Bins will be covered in plastic for protection, especially during rain. If items are noticeably wet, Tricor will notify the library immediately so that measures can be taken to prevent mold or mildew.
3. Deliveries must be left where they are protected from weather conditions.
4. Bins and pouches must not be thrown or handled in any manner that could damage the materials inside.
5. Bins must not be stacked over five bins high.
6. Tricor personnel will be uniformed and display identification badges.
7. Tricor vehicles will be appropriately marked and/or display window signage.
8. These guidelines apply to Tricor and its subcontractors.