

ATTACHMENT A TO PURCHASING AGREEMENT # 2020.002703

STATEMENT OF WORK #1

This Statement of Work # 1 (“SOW”) is issued pursuant to Purchasing Agreement #2020.002703 dated January 1, 2021 between UC and UniGroup, Inc (“Agreement”).

1. Title and Description of the Scope of Goods and/or Services

Supplier will provide household moving, relocation services, related products and services in the most cost-effective manner while maintaining the highest quality and standards. Supplier will provide the following services to meet UC’s requirements:

a) Required Services: Supplier must provide the following services:

- I. Interstate household moving services
- ii. Intrastate household moving services for the State of California
- iii. In-transit Storage
- iv. Automobile moving services

b) Optional Services: Supplier also has the option to provide the following services:

- i. Containerized moving services
- ii. Intrastate household moving services (for states other than California)
- iii. International household moving services
- iv. Specialized services related to household moves, including electronics, office/laboratory and other high-value items
- v. Household relocation services and support
- vi. Other related products and services

2. Term of SOW

This SOW will begin on January 1, 2021, (“Effective Date”) and continue through December 31, 2025. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Personnel

Supplier's Account Manager is listed below, and has overall responsibility for managing the UC/Supplier relationship:

Name	Gary Nosko
Title	Sales Manager
Phone	636-305-4294
Email	gary_nosko@unigroup.com
Address	One Premier Drive
	Fenton, MO 63026

UC'S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Matt Hissom
Title	Senior Commodity Manager
Phone	310-794-6044
Email	Matthew.hissom@ucop.edu
Address	10920 Wilshire Blvd., Suite 650
	Los Angeles, CA 90024

4. Reporting Requirements

Supplier will provide quarterly admin fee report for Omnia with the below items included for each move:

- Origin Zip Code
- Destination Zip Code
- Weight
- Shipment Date
- Cost
- Other special charges (peak, fuel, etc)

Supplier agrees to provide mutually agreed upon reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

5. Pricing

- a) UC-specific discounts will be as follows:
 - i. 65.5 percent discount off of the UMT1 Tariff on interstate shipments
 - ii. 63.9 percent discount off shipments between US and Canada
 - iii. 58.0 percent off charges related to storage-in-transit in US
 - iv. 32.9 percent off charges related to storage-in-transit in Canada
 - v. 32 percent discount off of the California Max 4 Tariff for intrastate shipments within California
 - vi. 17.5 percent discount off of motor vehicle shipments
- b) The following additional discounts will apply to all interstate UC/Omnia shipments when the identified benchmarks have been met by combined UC/Omnia revenue:

- i. \$2 million – additional 0.5% discount (66% total)
 - ii. \$5 million – additional 0.5% discount (66.5% total)
 - iii. \$7.5 million – additional 0.5% discount (67% total)
 - iv. Revenue will be calculated quarterly, using a 12-month rolling average. Once a benchmark is reached, the discount will be applied to all subsequent moves, until the next benchmark is reached
- c) The above discounts will apply to all of the following:
- i. University of California Employees
 - ii. University of California Students
 - iii. Alumni of all UC campuses
- d) Price increases - Annual price increases will be tied to the increases identified in the UMT1 tariff, which occurs on January 1st of each year
- e) Pricing for Snapmoves service is listed in Attachment B
- f) Refer to the UMT1 tariff for all other pricing
- g) Coverage for Lost/Damaged Items:
- i. Included Coverage: Supplier offers Full Replacement Value Protection (FRVP) at \$6 per pound, up to \$120,000 of FRVP coverage.
 - ii. Additional Coverage: Customers wanting to purchase a higher level of coverage would be able to make that purchase at \$0.55 cents per \$100 of value and would be charged on their invoice for that coverage.

6. Program Requirements

- a) Technology Integration Solutions:** Supplier must be willing to work with each UC Location within the first ninety (90) days of signing the Agreement resulting from this Award to determine what is needed in terms of technology and set-up the systems necessary to be fully integrated and operational at all UC Locations (Campuses and the Office of the President) with:
- i. e-Procurement Systems.
 - ii. Accounts Payable Systems.
 - iii. Third-party Mail Systems.
 - iv. Operational equipment necessary to integrate all of the Systems.
- b) Account Number Consolidation and Issuance:** Supplier commits to implement a program with the UC Locations during the first ninety (90) days after contract execution, to limit (e.g. consolidate accounts) the total account numbers issued to UC Users to a number deemed acceptable by the Purchasing/Procurement Account Managers from each UC campus. Supplier must commit to implement a program within their own operations/Client Services call centers to limit the issuance of account numbers to University of California employees.
- c) Implementation Expenses:** Supplier accepts the responsibility for all direct expenses related to the implementation of the Agreement(s) resulting from this RFP including but not limited to; technology solutions, some equipment, marketing costs, delivery route modifications, and account management and representation.

7. Sustainability

- a) **Sustainability:** Supplier will comply with Article 22 - Sustainable Procurement Guidelines of the UC Terms and Conditions which states in part: Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: <https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>.
- b) **EcoVadis Registration:** Supplier will be required to register and participate in an assessment of their sustainability practices and procedures through the EcoVadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.

8. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

9. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.