



The Agreement to furnish certain goods and services described herein and in the documents referenced herein ("Goods and/or Services") is made by and between The Regents of the University of California, a California public corporation ("UC") on behalf of the University of California and PODS Enterprises, LLC ("Supplier"). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A ("Statement of Work") and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **January 1, 2021** through **December 31, 2025** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five** successive 1-year periods (each, a Renewal Term), by providing Supplier with at least **30** calendar days' written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **30** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing.

For systemwide agreements, each UC Location will specify the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. See UC's Procure to Pay Standards *****.ucop.edu/procurement-services/files/Matrix%20for%20website.pdf for the options that will be considered. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

For non-systemwide agreements, the Invoicing Method, and Settlement Method and Terms are addressed below.

Invoicing Method

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description, quantity, catalog number and manufacturer number of the item ordered;
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, PODS Enterprises, LLC or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC:

Name	Matt Hissom
Phone	(213) 453-0555
Email	Matthew.Hissom@ucop.edu
Address	10920 Wilshire Blvd., Suite 650
	Los Angeles, CA 90024

To Supplier:

Name	Scott Mueller
Phone	(314) 915-0084
Email	scmueller@pods.com
Address	13535 Feather Sound Drive
	Clearwater, Florida 33762

6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties

in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

10. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field:
CERTIFICATE OF INSURANCE – PODS Enterprises, LLC

11. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

12. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 2/27/20, are hereby amended as follows:

Article 4 – The first sentence of Article 4 is hereby deleted and replaced with the following:

The Goods and/or Services furnished will be exactly as specified in the Agreement, and, except as otherwise provided in the Agreement, are furnished as an “AS-BASIS” but subject to inspection and test by UC at all times and places.

Article 8 – The first paragraph of Article 8 is hereby deleted and replaced with the following:

To the fullest extent permitted by law, except to the extent caused by the negligent acts of UC or its officers, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses,

damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, subsuppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld. Notwithstanding anything in this Article 8 to the contrary, Supplier's sole liability arising from or related to cargo loss, damage and delay, shall not exceed \$10,000 in the aggregate.

13. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement # 2020.002705
- b. UC Terms and Conditions of Purchase
- c. Attachment A - Statement of Work
- d. UC Request for Proposal# (001734-DEC2019) RFP-Household Moving, Relocation Services and Related Products-UCSystemWide ("RFP")
- e. Supplier's responses thereto submitted on or about August 13, 2020 ("RFP Response")
- f. UC Sustainable Practices Policy
- g. PODS Rental Agreement

14. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Justin Sullivan

CS1AF9F2384C40B...
(Signature)

Justin Sullivan, Executive Director

12/17/2020

(Date)

PODS ENTERPRISES, LLC



(Signature)

Chip Colonna, VP - National Accounts

Chip Colonna, Vice President

12/16/2020

(Date)

ATTACHMENT A TO PURCHASING AGREEMENT # 2020.002705

STATEMENT OF WORK #1

This Statement of Work # 1 ("SOW") is issued pursuant to Purchasing Agreement #2020.002705 dated January 1, 2021 between UC and PODS Enterprises, LLC ("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	Scott Mueller
Title	National Account Executive
Phone	314-915-0084
Email	scmueller@pods.com
Address	13535 Feather Sound Drive
	Clearwater, Florida 33762

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 applied to the market rates as follows:
 - i. **Local Moves:**
 - i. 12.5% discount off of initial delivery of storage container
 - ii. 12.5% discount off monthly rental of storage container
 - iii. 12.5% discount off of interfranchise transportation of storage container
 - ii. **Intrastate/Interstate Moves**
 - i. 12.5% discount off of initial delivery of storage container
 - ii. 12.5% discount off monthly rental of storage container
 - iii. 16% discount off of interfranchise transportation of storage container

- b) In addition to the discounts listed above, PODS may also offer additional one-time or short-term incentives or discounts to UC customers.
- 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

6. Additional Services – Supplier will not subcontract any services, but will, upon request, direct customers to and provide quotes with its national partners for the following:

- a) Labor for packing/loading (Hire-a-Helper and Pack and Load)
- b) Automobile moving services (Mr. Car Shipper and Acertus)

7. 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.

8. Customer Responsibilities

a) Permits: UC or the individual customer shall be responsible at its sole cost and expense for obtaining any permits required for the placement of any of PODS' containers as designated by the UC or individual, respectively.

b) Tax Exemption: Unless UC provides to Supplier the appropriate tax exemption certificate as required by applicable law, UC shall be responsible for any sales and use taxes associated with the rental of any of PODS' containers.

9. 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.