

**Questionnaire Level - Supplier Summary**

Questionnaire Name	Questionnaire Type	Supplier Name	Total Questionnaire Score	My Score	Total Questions	Questionnaire Coverage	QuestionCoverage %
Company Summary	Technical	Weichert Workforce Mobility Inc.	-	-	1	1	100
Company Capabilities	Technical	Weichert Workforce Mobility Inc.	-	-	27	27	100
Sustainability	Technical	Weichert Workforce Mobility Inc.	-	-	6	6	100
Pricing	Technical	Weichert Workforce Mobility Inc.	-	-	12	12	100

001734-Dec2019 - RFP- Household Moving, Relocation Services and Related Products

Questionnaire Name: *	Company Summary
Questionnaire Type:	Technical
Questionnaire Description:	Company Summary

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Weichert Workforce Mobility Inc.
-	1	<p>high-level synopsis of the Proposer's responses to the RFP, describing your company's capability of providing full service to all UC Locations and OMNIA Partners Participating Public Agencies in providing domestic and international services. This shall be a brief overview that identifies the main features and benefits of the proposed services and related products. Please provide response in an attachment and limit to 2 pages.</p>	100.00%		Tab 1-Weichert Company Summary Prepared for UC final submit 13August2020.pdf

001734-Dec2019 - RFP- Household Moving, Relocation Services and Related Products

Questionnaire Name: *	Company Capabilities
Questionnaire Type:	Technical
Questionnaire Description:	Company capabilities, including the supplier's ability to participate in a national program.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Weichert Workforce Mobility Inc.
Supplier Network	1	<p>* Describe the Proposer's nationwide network and its ability to serve customers on a national basis by completing OMNIA documents and responding to the following:</p> <p># of Agents</p> <p># of household moves completed in calendar year 2019</p> <p>Geographic scope of network</p> <p>Are there any states that you do not serve? Please explain.</p> <p>% of Agents nationwide that are certified as the following:</p> <p>Small Business Enterprise Disadvantaged Business Enterprise Women-Owned Business Enterprise Minority Business Enterprise Veteran-Owned Business Enterprise Service Disabled Veteran-Owned Business Enterprise</p>	10.00%	-	<p>The Weichert Move Network (WMN) consists of seventeen domestic (US &amp; Canada) network partners and over two hundred international network partners. The criteria used to select our network partners include physical locations, scope of coverage, proven track record of performance, industry certification, company culture, and financial stability. We partner directly with agents for major van lines such as Atlas, Mayflower, North American, United, and Wheaton as well as independent van lines such as Joyce. The size and flexibility of our network ensure customers can move when they want to move, limits hand-offs between suppliers, and delivers superior service.</p> <p>Domestically we service all fifty states as well as all Canadian provinces. Shipments are assigned based on origin location and agents are held accountable to self-haul and manage shipments directly and on their equipment and by their crews. Shipments originating from Alaska or Hawaii to the mainland US are serviced as international shipments. In 2019, the WMN supplier partners serviced over 40,000 shipments.</p> <p>Our network includes Women Owned, Veteran Owned, and Small Business certified supplier partners. Please review the attached detail spreadsheet providing network partners</p> <p>Please see Exhibit 1A_UC International Network Roster. 1A_UC International Network Roster.xlsx</p>
Supplier Network	2	<p>* Provide a listing of all Agents by State. For each of these Agents, provide the following information:</p> <p># of household moves completed during 2019</p> <p># of trucks</p> <p># of employees</p> <p>Address for Agent</p> <p>Point of contact</p> <p>Cities / regions served by the Agent</p> <p>Is the agent certified as any of the following?</p> <p>Small Business Enterprise Disadvantaged Business Enterprise Women-Owned Business Enterprise Minority Business Enterprise Veteran-Owned Business Enterprise Service Disabled Veteran-Owned Business Enterprise</p> <p>☐</p> <p>☐</p>	10.00%	-	<p>Please review Exhibit 2A_UC Agent Information, a detailed roster of domestic network partners, physical locations, capacity, and certifications.</p> <p>Each customer will have a Move Coordinator assigned to them for personalized attention. Points of contact will vary based on supplier partner and origin of a given move. 2A_UC Agent Information.xlsx</p>
Supplier Network	3	<p>* If awarded, will all Agents in your network comply with the terms of this agreement? If not, please explain.</p>	3.00%	-	<p>Yes, the Weichert Move Network agent partners will comply with all terms and service level metrics.</p>
Supplier Network	4	<p>* Explain in detail your household goods program. If your firm works with multiple van lines and /or Agents, please outline the criteria that is used to select the vendor for household goods move. Describe storage arrangements.</p>	2.00%	-	<p>Weichert sources our domestic North America partners through the Weichert Move Network (WMN), with international partners sourced through our in-house freight forwarding option, Movers International. Our freight forwarding arm is a proprietary international moving solution that reduces layers and eliminates the commission or referral fee sharing that traditionally exists between Relocation Management Companies and Freight Forwarders.</p> <p>The Weichert Move Network (WMN) is a multi-carrier option (Atlas, Mayflower, North American, United, Wheaton and others) comprising carefully-selected, thoroughly-trained accredited partners who represent the best and most service-oriented van lines in the industry. Our network solution offers significant strengths with over 40,000 shipments, more than 2,000 vehicles, and a combined 350 years of experience. By using our move management solution, UC benefits from:</p> <ul style="list-style-type: none"> <li>• Aggressive, volume-leveraged discounts to drive value, cost containment, and superior service.</li> <li>• Built-in audits that can save hundreds of dollars on every move.</li> <li>• Consistent service quality with strict performance standards via a Weichert Move Network Scorecard.</li> <li>• Partners located on-site in Weichert regional offices and managed by internal transportation subject matter experts, following uniform operating procedures and leveraging best practices to drive innovative solutions.</li> <li>• Integrated systems, allowing clients and employees to track their moves via MyWIN.</li> <li>• Unparalleled flexibility; while we offer the greatest discounts through our network partners, we can also easily accommodate clients who want us to administer a pre-existing move management contract.</li> </ul> <p>Our unique move management solution delivers a level of customer service and cost containment that is unmatched in the relocation industry, while providing UC with a variety of choices:</p> <ul style="list-style-type: none"> <li>• Our Weichert Move Network multi-carrier option.</li> <li>• The option to work with UC directed suppliers.</li> </ul> <p>Members of our Weichert Move Network (WMN) are formally sourced, screened, trained, and subject to ongoing performance and accreditation requirements to set them up for success in achieving peak performance to our exacting standards. Selection criteria to be considered for WMN partnership includes: Industry certification; Strategic and cultural alignment; regional category competency; strong service and quality standards; demonstrated performance management orientation (scorecard performance, historical performance); financial stability and risk assessment level (Supplier Partner Intelligence Reports - SPIR); and best value move management (individual shipment costs v. total relocation, proven track record of reducing shipment costs, audit procedures in</p>

Supplier Network	5	* Describe the process and metrics that are used to measure the performance of Agents in your network.	-	-	<p>Our network carriers are formally sourced, screened, trained, and subject to ongoing scorecard performance and accreditation requirements. Selection criteria includes:</p> <ul style="list-style-type: none"> <li>• Industry certification</li> <li>• Strategic and cultural alignment</li> <li>• Regional category competency</li> <li>• Strong service and quality standards</li> <li>• Demonstrated performance management orientation (scorecard performance, historical performance)</li> <li>• Financial stability and risk assessment level (Supplier Partner Intelligence Reports - SPIR)</li> <li>• Best value move management (individual shipment costs v. total relocation, proven record of reducing shipment costs, audit procedures in place)</li> </ul> <p>Once selected, WMN partners are on-site in Weichert offices and managed by internal transportation subject matter experts following uniform SOPs for consistent service quality. Key performance indicators include:</p> <ul style="list-style-type: none"> <li>• Customer Satisfaction – target of 96% or greater</li> <li>• Claim Cost per Move – target of an average less than \$300</li> <li>• Self-Haul Ratio – target of 95% or greater</li> <li>• On Time Performance – target of 99% or greater</li> <li>• Quality Assurance Site Visits – target of 30% or greater</li> <li>• Accuracy of Estimates – target of 90% or greater</li> <li>• Shipment Servicing – target of 95% or greater</li> </ul> <p>Supplier Scorecards continuously tracks household goods partner performance, generating competitive efforts with customer-focused results. In addition, our risk/reward mover incentive program awards business volume to network partners with the highest customer satisfaction and lowest claims performance.</p>
Supplier Network	6	* Describe international abilities (if applicable). Outline services that are performed and which supplier(s) your firm partners with. Include storage arrangements. Describe the process in which all applicable immigration/customs documentation is received.	-	-	<p>As an international freight forwarder, consisting of a network of over two hundred pre-qualified service partners, Weichert will provide start to finish transportation services. Depending on the type of move, we would liaise with the appropriate network supplier to pack and load the household goods shipment; in the case of international moves, Weichert would schedule the port to port freight, and a network partner at destination would deliver and unpack the shipment. The process begins with the initiation call between the Weichert Counsellor and the relocating employee. The Counsellor explains your move policy and coverage, assists with scheduling, and coordinates all services according to your policy. The Weichert Counsellor is responsible for advice and counseling on preparing for the move (country-specific); guidance on the specific move policy affecting the employee; arrangements for insurance; scheduling the move to meet the employee's desired schedule; and follow-up and service evaluation upon delivery. Weichert delivers all core domestic and international relocation services via our own colleagues and employs third-party providers or affiliates to deliver local or professional services outside the realm of relocation. Please see attached Exhibit 6A_International Abilities.6A_International Abilities.pdf</p>
Account Management and Customer Service	7	* Describe the account management team, and all roles thereunder, that you would assign to the UC system and OMNIA Partners Participating Agencies if awarded under this RFP, including senior account manager responsible for the entire agreement and UC relationship and local account representatives responsible for each specific UC location. Include attachment if necessary.	2.50%	-	<p>The OMNIA Customer Segment is led by John Bartoloni, SVP GPO Segment. John's responsibilities include overall management of the OMNIA/Weichert relationship, MSA and Partner agreement ownership, business development and operations for the OMNIA Private Sector. John's role will expand to include management of the overall public sector agreement, sales and operations.</p> <p>Kyriako Bouris, VP Weichert Move Network, will be directly involved with John for all contract and implementation activities of the new Master Service Agreement. Kyriako will serve as the HHG subject matter expert along with his responsibility for managing the mover network to ensure our standards of service.</p> <p>The Weichert team will also include a Vice President of Client Services for strategic account management and partnership building to client agencies. This VP role includes ensuring implementation of program initiatives; managing key metrics and deliverables; directing various operational activities; and taking the lead on consultative initiatives.</p> <p>We will provide a Client Service Director to be the day-to-day contact for all account matters. This individual supervises a team of mobility professionals ensuring quality of service delivery by monitoring the Counselor caseload, coordinating team responsibilities, and implementing key strategic initiatives. This role will also serve as trusted advisor to local account representative providing high-level program and policy resolutions, serving as liaison with other Weichert companies and functions, and keeping you one step ahead of issues and rulings that could impact your program.</p>
Account Management and Customer Service	8	* What is the average response time for an account manager(s) to respond to initial requests?	1.43%	-	<p>Upon receipt, your Weichert Client Service Director will immediately assign the relocating employee / assignee to a Counselor on your team. The Counselor will contact the employee within eight (8) business hours (but typically on the same day) of authorization to introduce himself/herself and to setup a time that is convenient for the employee to review the relocation program and policy provisions governing the move. The Counselor then coordinates all service initiations to secondary service providers and includes only the information pertinent to the secondary provider in their authorization of services.</p>
Account Management and Customer Service	9	* Please specify your company's normal business hours as well as your format for providing customer service both during and after normal business hours.	1.43%	-	<p>Weichert provides service to customers during normal business hours in local time zones (8am-6pm).</p>
Account Management and Customer Service	10	* Describe your customer service support infrastructure for admins and end users, including phone, email, and chat. Provide hours and other pertinent details for each.	1.43%	-	<p>Weichert has not lost our focus on the human connection that transforms a complicated journey into a rewarding experience. We will assign a dedicated Counselor to be the primary resource for all relocation-related issues and communications with the domestic or international relocating employee. To ease confusion, the Counselor develops a custom communication plan - identifying the key points of the process and establishing the best method(s) for ongoing contact. We use multiple modes of communication, including phone, text, email, and virtual / online channels as means of interacting according to the employee's preferences. The Contacts section within MyWIN provides a list of contacts, inclusive of third-party suppliers. Since MyWIN is workflow driven - all stakeholders stay up-to-date with alerts of key milestones throughout the process, prompting communications reflective of the specific benefits received.</p> <p>Accessibility is part of Legendary Service. Host-based relocation support provides employees with live coverage during host time zone business hours with back-up coverage during home time zone business hours. Our offices' core hours are 8:00 a.m. to 6:00 p.m. local time, through individuals who work flex hours; weekend and evening coverage are always facilitated to support our clients as well. We monitor email and voicemail communications to accommodate evening and weekend availability. Further, the local destination service providers commit to coverage 24 hours a day, seven days a week for urgent issues and emergencies.</p> <p>Weichert's system – WIN - is available 24 hours a day, seven days a week, 365 days a year. Weichert provides its colleagues with access to their email accounts and on-line systems through secure internet access. Should clients or transferring employees call during weekends/off-hours, their Counselors (Director and Vice President) can access the employee's file from their home computers.</p>
Account Management and Customer Service	11	* Explain how your company proposes to resolve any complaints, or other issues. Please detail your company's problem resolution and escalation process for customer complaints and concerns for customers, including your interactions with Agents.	2.50%	-	<p>Our Counselors are adept at heading off problems and resolving issues before they escalate into major problems. Frequent communication and sensory analysis tools in MyWIN gauge the employee experience throughout the process allowing us to respond to service problems as soon as possible. Our team follows the problem management and recovery approach taught in our Legendary Service training modules. Steps include:</p> <ul style="list-style-type: none"> <li>• Keeping a positive and professional attitude while also expressing empathy and acknowledging any inconvenience or frustration.</li> <li>• Asking questions to understand the issue and the root cause of the complaint or request.</li> <li>• Offering a suggestion, a solution, or an action that we can take.</li> <li>• Checking for understanding of the situation and proposed solution.</li> <li>• Ending with agreed-upon next steps/actions and our appreciation of the client or relocating employee.</li> </ul> <p>When a problem is presented, and its resolution is beyond the Counselor's authority, information is gathered and a summary of the issues, with key points including relevant dates and pertinent facts is shared for review with the team. Together, we identify and discuss the root cause issue, the corresponding recommendation for corrective action, and any action steps needed in order to avoid the same or similar issues in the future.</p>

Account Management and Customer Service	12	<p>* Please specify your company's performance standards in the following service categories and provide your company's definitions of the service categories, and the methods used for measuring your performance:</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Consultation/estimates</li> <li><input checked="" type="checkbox"/> Packing and moving services</li> <li><input checked="" type="checkbox"/> Invoice/billing accuracy</li> <li><input checked="" type="checkbox"/> Client service satisfaction</li> </ul>	2.50%	-	<p>To ensure quality, Weichert uses the world's preeminent strategy management framework (Balanced Scorecard) to align our business activities to our corporate vision, monitor performance against strategic goals, and drive continuous improvement. We translate our business plan into operational goals for driving results and sustainable value - monitoring every aspect of your program - from our Counselors to supply chain partners through a customized Client Scorecard. Our approach increases focus while allowing our team and suppliers to understand their role in the success of the engagement. Working with UC, we will establish a custom Scorecard that establishes specific performance measures important to your organization with associated targets and weightings. Progress against goals is available in real-time through the Client Dashboard in MyWIN, as well as formally reviewed through the Optimization Playbook - providing a platform to discuss trends and goals, as well as brainstorm ideas process improvements. Our success in using the Scorecard to drive improvements has made Weichert the first and only relocation management company named to the Balanced Scorecard Hall of Fame.</p> <p>We have attached Exhibit 12A_Sample Domestic U.S. Client Scorecard, as a sample domestic scorecard that includes critical performance indicators. Please note that this document is only a sample; actual key performance indicators for UC's program would be determined mutually and would be based upon your program goals, volume, scope of services, and other factors to ensure that they align with what is most important to your organization.</p> <p>Critical performance standards measured specifically to household goods include:</p> <ul style="list-style-type: none"> <li>•Customer satisfaction with a metric target of 96% <ul style="list-style-type: none"> <li>oMTD 2020 actual result - 97%</li> </ul> </li> <li>•On time pick up with a metric target of 99% <ul style="list-style-type: none"> <li>oMTD 2020 actual result - 100%</li> </ul> </li> <li>•On time delivery with a metric target of 99% <ul style="list-style-type: none"> <li>oMTD 2020 actual results - 99%</li> </ul> </li> <li>•Self-haul shipment with a metric target of 95% <ul style="list-style-type: none"> <li>oMTD 2020 actual results - 97%</li> </ul> </li> <li>•Claim cost per with a metric less than \$300 <ul style="list-style-type: none"> <li>oMTD 2020 actual results - \$248</li> </ul> </li> </ul> <p>A supplier not meeting performance metrics is given "probationary" status for a designated period, and if performance does not rise to required standards, Weichert may terminate the contract.</p> <p>All crew members are monitored for performance in the areas of packing and loading specifically. Each crew member is trained by an in-house trainer/supervisor prior to being allowed to work on Weichert shipment.</p> <p>Additionally, the performance of the Move Coordinator, driver, and crew directly impacts the supplier's scorecard and performance results, which can result in the supplier being removed from our network.</p> <p>Supplier partners with the highest overall scorecard success rate are rewarded with additional volume. Competition within our network has improved overall success rates year-over-year.</p>
Account Management and Customer Service	13	<p>* In the event that you don't meet the above performance measures, what usually are the remedies and/or penalties?</p>	2.50%	-	<p>We provide comprehensive initial and ongoing feedback to keep performance at or above expectations. When performance is unsatisfactory, we develop a performance improvement plan, inclusive of additional training (i.e. Legendary Service, Managing Conflict, Home Marketing Essentials) and coaching opportunities (such as reviewing UC's culture and policy grids to ensure understanding and compliance with program parameters) to bring performance up to standards.</p>
Account Management and Customer Service	14	<p>* If an employee does not adequately perform required duties, what is the process for providing corrective action?</p>	1.43%	-	<p>Each client is assigned a dedicated account team responsible for services to the client and relocating employees. This allows your Weichert team to develop an intimate working knowledge of your policies, corporate culture, and benefits philosophy. Our service delivery model is streamlined to provide the easiest access to the most appropriate expertise for both UC and your employees; this covers all services contracted for, and provides a single point of contact and coordination. Your Client Services Director will be the account manager and day-to-day program resource for UC. In contrast to structures offered by other relocation management firms, the relationship manager also leads the team of Weichert Counselors dedicated to your mobile employees so that operations and client service are managed in harmony. The Weichert Counselors function as the relocating employee's single point of coordination for all aspects of the move/assignment. Counselors are supported by subject matter experts, but the Counselor is the only person the transferee needs to contact with any question or issue.</p> <p>The Weichert Counselor manages the subcontractor on behalf of the relocating employee; however, the employee is able to make arrangements directly with the subcontractor for appointments, as applicable to the services being provided (e.g., appraisers, household goods providers, language training, etc.).</p> <p>To ease confusion, the Counselor develops a custom communication plan - identifying the key points of the process and establishing the best method(s) for ongoing contact. We use multiple modes of communication, including phone, text, email, and virtual / online channels as means of interacting according to the employee's preferences. The Contacts section within MyWIN provides a list of contacts, inclusive of third-party suppliers. Since MyWIN is workflow driven - all stakeholders stay up-to-date with alerts of key milestones throughout the process, prompting communications reflective of the specific benefits received.</p>
Account Management and Customer Service	15	<p>* Who will work directly with the customer to coordinate the household move? How is this individual assigned, and how do they communicate with the customer?</p>	1.43%	-	<p>Weichert is extremely flexible in our billing processes - allowing us to invoice in a variety of formats and frequencies, as well as accommodate client-specific requests for custom fields, payment terms, and currencies. Given the varying needs and practices among our clients, Weichert offers several ways to customize the invoicing and payment process:</p> <ul style="list-style-type: none"> <li>•Payment Term - Our payment cycles are timed from the receipt of Weichert invoice; clients may choose from several options. Finance charges are pre-calculated based on the term selected.</li> <li>•Invoicing Format - Invoices may be presented in any format UC requires including custom configured files, EDI, flat file, e-mailed Excel documents, or hard copy.</li> <li>•Invoicing Frequency - Clients may choose the timeframe that best meets their needs, e.g., weekly, semi-monthly, or monthly invoicing cycles.</li> </ul> <p>MyWIN allows for custom configuration of invoices to support UC's tracking, reporting and accounting needs. Our billing system provides many customizable elements that can be captured for invoicing; the most commonly requested elements are division codes, custom accounting G/L codes, and client-specific employee identifiers. Because all of our systems are completely integrated, such requests are readily fulfilled.</p> <p>Weichert is committed to the delivery of accurate and timely invoices and currently maintain a 99.58% billing accuracy rate. All expense management, tax, billing, and reporting functions are performed in-house by Weichert colleagues through our corporate headquarters in New Jersey. We do not outsource or off-shore this critical function. Accuracy measures include - (1) Six Sigma and ISO methodology in our process design; (2) policy grids in the administration of our clients' programs to ensure a high degree of accuracy and consistency in benefit levels; (3) system controls prohibiting duplicate or ineligible entries; and (4) multiple audits prior to submission for disbursement. Further, Weichert has achieved SOC 2 Type 1 certification (February 2020) from our auditing firm Cohn-Reznick, attests to the suitability of design and operating effectiveness of our internal expense administration controls. Weichert will have SOC 2 Type 2 certification by December 2020.</p> <p>Please see Exhibit 16A_Weichert Sample HHG Invoice.</p> <p>16A_Weichert_Sample_HHG_Invoice.pdf</p>
Account Management and Customer Service	16	<p>* Include an example of an invoice. How do you ensure accurate billing for household moving services? Can you tailor invoices to reflect different business units? If so, describe your firm's abilities.</p>	2.50%	-	

Account Management and Customer Service	17	* Identify any subcontractors or any other staff/personnel resources outside of your company or affiliated agents that are typically engaged to assist in performing the work contemplated under this RFP and the role they play in performing the services.	-	-	<p>Weichert offers a unique value proposition through our internal expertise and enterprise solutions in essential mobility management disciplines. We have wholly owned subsidiaries enabling us to perform more components of the relocation process in-house. Through our affiliations, UC will have access to all of Weichert's companies. While our affiliations streamline the process, offer aggressive pricing discounts, and provide a customer experience "All Under One Roof", we are flexible and do not mandate usage.</p> <p>Weichert has the following wholly owned subsidiaries:</p> <ul style="list-style-type: none"> <li>• Allegiance Government Relocation (Fairfax, VA)</li> <li>• Weichert Workforce Mobility Canada ULC (Calgary, Canada)</li> <li>• Weichert Workforce Mobility UK Ltd. (Tunbridge Wells, UK)</li> <li>• Weichert Workforce Mobility Asia Pacific Limited (Hong Kong); and its subsidiary Weichert Workforce Mobility Co. Ltd. (Shanghai)</li> <li>• Weichert Workforce Mobility Singapore Pte. Ltd. (Singapore)</li> <li>• Weichert Property Management, Inc. (Morris Plains, NJ)</li> <li>• Weichert Real Estate Support Services, Inc. (Norwell, MA)</li> </ul>
Account Management and Customer Service	18	* Is your company taking any specific actions to protect both customers and employees in response to COVID-19? Please explain such actions.	2.50%	-	<p>Yes. Knowing that our service partners (e.g., van lines, DSPs, appraisers, inspectors, real estate professionals, etc.) interact directly with relocating employees and their families, we expect them to have a heightened sense of awareness of the risks involved with COVID-19. As such, we have issued supplier safety precautions (including the use of PPE) to guide their customer interactions. To limit exposure, many of our suppliers have leveraged technology solutions including drive-by appraisals, virtual home tours and household goods surveys, online destination services (home finding, cultural and language training), and e-signings to provide "contact-free" closings. Our primary goal is to protect everyone involved and reduce transmission risks.</p> <p>In March 2020, Weichert implemented our plan in response to the COVID-19 pandemic to ensure business continuity and colleague safety. To ensure that our colleagues remain equipped to serve our customers, we began working vigilantly to maintain a healthy working environment. In accordance with Center for Disease Control (CDC) guidelines, Weichert is promoting social distancing through alternative work policies, including remote work. As a company that has long-embraced remote working arrangements, we have been able to seamlessly adapt and remain operational and accessible to our customers in this challenging time.</p> <p>The speed and magnitude of the labor market's decline resulting from the COVID-19 pandemic is unprecedented, and major economic shifts are forcing companies to rethink virtually every aspect of their operations. Key strategic initiatives that will help your company thrive post-Coronavirus include:</p> <ul style="list-style-type: none"> <li>• <b>Align with Talent Management:</b> The ideal mobile workforce plan will use a wide variety of relocation and assignment types to acquire talent, engage and retain that talent, and develop global leaders to advance the business plan.</li> <li>• <b>Embrace Value-Driven Mobility:</b> Balance cost and value by changing from an "entitlement policy" (where everyone receives the same benefit) to assistance that reflects the criticality and value of the move.</li> <li>• <b>Simplify Processes:</b> Map current RACI (Responsible, Accountable, Consulted, Informed) to identify potential process improvements.</li> <li>• <b>Reinforce Duty of Care:</b> Develop a process to monitor and track travelers while synchronizing with Travel, Security, and HR.</li> <li>• <b>Strengthen Pre-Assignment Services:</b> Both the business and potential assignee (and family) will want/need to know the risk profile of the destination area; the type of support available, especially related to medical, evacuation, schooling and immigration; and how the company will support the assignee and family should there be a resurgence. Health briefings are likely to become as important (if not more so) than tax or security briefings.</li> <li>• <b>Embrace "Virtual" Solutions:</b> Accelerate the adoption of inevitable technology solutions including drive-by appraisals, virtual household goods surveys, and virtual destination services (home finding, cultural and language training, etc.)</li> </ul>
Account Management and Customer Service	19	* Are employees required to wear a uniform and/or adhere to a specific dress code? Please explain.	1.43%	-	<p>Yes. All employees present in a customer's home will be wearing their company's uniform and identify themselves accordingly. All individuals are back-ground checked and screened prior to being assigned to any shipment; a requirement vigorously enforced by Weichert.</p>
Account Management and Customer Service	20	* Describe your firm's global footprint and any geographic limitations to your service delivery.	1.43%	-	<p>Weichert has an extensive global footprint including wholly-owned offices in EMEA (UK), and APAC (Hong Kong, Singapore, and Shanghai), and the Americas (US and Canada). Each office is staffed with management and operations teams serving the relocation and assignment management needs of the clients based in these regions. In areas where we do not have an office, we maintain an extensively trained network of Weichert Global Representatives (WGRs) – 3,600 local relocation specialists based in 192 countries.</p> <p>Weichert is able to provide global coverage to our clients and is only limited by those areas where prohibited by law or US sanctions (North Korea, Iran, etc.), otherwise, Weichert does not have any geographical limitations for service delivery.</p> <p>In addition to Weichert owned offices, our freight forwarding company, Movers International partners with agents in 178 countries worldwide.</p> <p>Please find our office locations listed below:  Global Headquarters: 1625 State Route 10, Morris Plains, NJ 07950.  Southwest Region Office: 3500 Claymoore Park Drive, Houston, TX 77043.  Mid-West Region Office: 1901 Butterfield Road, Suite 850, Downers Grove, IL 60515.  Northeast Region Office: 120 Longwater Drive, Suite 101, Norwell, MA 02061.  Western Region Office (Southern California): 100 Bayview Circle, Suite 250, Newport Beach, CA 92660.  Western Region Office (Northern California): 25821 Industrial Blvd., Ste. 400, Hayward, CA 94545.  Canada East Region Office (Toronto): 2000 Argenta Road, Plaza III, Suite 220, Mississauga, Ontario, L5N 1V9.  Canada West Region Office (Calgary): 6700 MacLeod Trail South, Suite 210, Calgary, Alberta, Canada T2H 0L3.  EMEA Region Office (London): Level 3 Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, TN4 8BS.  APAC Region Office (Singapore): 30 Orange Grove Road, Unite 07-01 RELC Building, Singapore 258352.  APAC Region Office (Hong Kong): 1201-04 Tai Yau Building, 181 Johnston Road, Wanchai, Hong Kong.  APAC China Office: Regus Bund Centre, 222 East YanAn Road, Shanghai, China.  LATAM Region Office: 703 Waterford Way, Suite 195, Miami, FL 33126.  Allegiance Government Relocation Services (US Government Sector Office): 13580 Groupe Drive, Suite 400, Woodbridge, VA 22192.</p>
National Cooperative Contract	21	* Is your company capable of providing a national program under this solicitation? If you are unable to propose a national program due to conflicts with legal obligations or coverage area, please indicate this and propose a regional or direct solution. UC will evaluate responses in their entirety and determine award based on the most advantageous.	25.00%	Yes, we are interested in a National Contract and have no conflict or legal obligations.; No, due to legal obligations or personal preference our response will be directed to the UC organization (please provide details in attachment).	Yes, we are interested in a National Contract and have no conflict or legal obligations.
National Cooperative Contract	21.1	If Yes, we are interested in a National Contract and have no conflict or legal obligations. ,Please download the attached 'Exhibit A: 'Response to National Cooperative Contract for UCOP', provide a response, and upload your response to this question.	N/A		Exhibit A_Weichert Response to UC HHG RFP final submit 07August2020.pdf ; Exhibit A_OMNIA Foldout.pdf
National Cooperative Contract	21.2	If Yes, we are interested in a National Contract and have no conflict or legal obligations. ,Please download the attached 'Exhibit B: 'Response to National Cooperative Contract for UCOP', provide a response, and upload your response to this question.	N/A		Exhibit B_Weichert Workforce Mobility Inc. Exceptions to OMNIA Partners Admin. Agreement (002).docx

National Cooperative Contract	21.3	If Yes, we are interested in a National Contract and have no conflict or legal obligations. ,Please download the attached 'Exhibit F: Federal Funds Certifications Form', review, provide signature, and upload the completed form to this question.	N/A		EXHIBIT F Omnia for UOC Federal Funds Cert.pdf
National Cooperative Contract	21.4	If Yes, we are interested in a National Contract and have no conflict or legal obligations. ,Please download the attached 'Exhibit G: New Jersey Compliance Form', complete the forms, provide signature, and upload the completed form to this question.	N/A		Exhibit G_Doc#3 Affirmative Action Affidavit Form AA302 - Omnia.pdf ; Exhibit G_Doc#6 UOC Non-Involvement Prohibited Activities Iran-disclosure_SIGNED.pdf ; Exhibit G_Doc#7 State of New Jersey - Business Registration Certificate - WWM.pdf ; Exhibit G_Omnia Partners NewJerseyGovtAgencyComplianceForms.pdf
Insurance / Liability / Claims	22	* Does the supplier offer full value protection for lost or damaged goods? If so, what is the supplier's maximum level of liability?	10.00%	-	Yes. Our carriers provide \$100K valuation at no charge. Coverage is capped at a value of \$6.00 (six dollars) per pound.  However, we recommend insurance coverage through UNIRISC, which specializes in providing services to the relocation industry and which delivers broader coverage at extensively leveraged premiums. Shipments insured through UNIRISC, a global provider of insurance to the household goods industry, offer comprehensive door-to-door coverage based on full value replacement with no deductible or depreciation.  Weichert offers premium insurance coverage through UNIRISC, a global provider of insurance to the household goods industry offering comprehensive, door-to-door coverage based on full value replacement value with no deductible or depreciation. UNIRISC specializes in providing products and services to the relocation industry, delivering a broader-based coverage program at competitive premiums. The policy features pairs and sets coverage as well as coverage for mechanical derangement, climatic coverage, and Acts of God.
Insurance / Liability / Claims	23	* Does the supplier offer optional coverage above this maximum level? If so, what is the charge for such coverage?	5.00%	-	Additional valuation coverage can be purchased at a cost of \$0.50 (fifty cents) per \$100 (one hundred dollars) worth of coverage.
Insurance / Liability / Claims	24	* Describe the claims process for lost or damaged goods.	5.00%	-	The Counselor will guide the relocating employee through the claims process upon completion of the move. In the event of a claim, the employee is asked to complete a claim form, and upon receipt, the UNIRISC claims adjuster immediately reviews the claim and requests documentation from the moving company. In many cases, a claim is substantiated by the paperwork alone and a site visit by an inspector is not required; with such a case, a settlement check is issued to the employee based on UNIRISC's research and the claimed amount.  If UNIRISC needs a visual inspection to confirm whether or not items can be repaired, the adjuster will contact the local repair firm/inspection firm in the destination location and request they contact the relocating employee to inspect and/or repair the damaged items.  • If an item can be repaired, the repairs will begin with the initial visit (in most cases). • If an item cannot be repaired, the inspector will advise UNIRISC to cash the item out based on the relocating employee's claimed amount or substantiated value.  The Counselor coordinates the claim process to affect a speedy, satisfactory settlement. Since our preferred insurance carrier, UNIRISC settles the claim directly with the employee, subrogating back to the mover, an agent's refusal to pay would not affect the settlement.
Insurance / Liability / Claims	25	* How often were claims filed for lost or damaged goods, as a percentage of all household moves, in 2019?	3.00%	-	The claims ratio for domestic moves in 2019 was 18%.
Insurance / Liability / Claims	26	* What was the average dollar amount for a claim for lost or damaged goods in 2019?	2.00%	-	The average dollar amount for a claim size in 2019 was \$247.
Historical Data	27	* Provide a summary report of all household moves conducted by the Supplier on behalf of UC campuses and customers during calendar year 2019. The report should include the following for each move: ☐ 1. Origin Zip Code ☐ 2. Destination Zip Code ☐ 3. Weight ☐ 4. Shipment Date ☐ 5. Cost ☐ 6. Other special charges (peak, fuel, etc)  ☐	-	-	In 2019, Weichert did not conduct any shipments on behalf of UC campuses or customers.

001734-Dec2019 - RFP- Household Moving, Relocation Services and Related Products

Questionnaire Name: *	Sustainability
Questionnaire Type:	Technical
Questionnaire Description:	Please complete questions below in full detail, as Sustainability is a high priority for the University of California.

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Weichert Workforce Mobility Inc.
-	1	* <b>University of California Policy:</b> Bidder shall describe their Company's commitment to sustainable practices as it applies to their service. Refer to the <a href="#">University of California's Presidential Policy on Sustainable Practices</a> , and align Bidder's response with the applicable categories outlined in the policy statements.	20.00%	-	Weichert Workforce Mobility Inc. believes that protecting our environment is not a business issue, it is a human issue. As companies around the world recognize their responsibility to drive environmental change, leading global organizations such as Weichert have stepped forward to take the initiative and demonstrate a real-world commitment to minimizing our total environmental footprint in the way we conduct our day-to-day business. Please see attached 4A_Sustainability at Weichert.4A_Sustainability at Weichert 2020.pdf
-	2	* <b>Environmentally Responsible Packing Materials:</b> UC encourages its Suppliers to utilize environmentally responsible packing materials and recycling practices. Furthermore, all packaging must be compliant with the Toxics in Packaging Prevention Act (AB 455) and must meet all additional standards and requirements set forth in the UC Sustainable Practices Policy. Describe the Proposer's program(s) for fulfilling these requirements and minimizing the adverse effects of packaging on the environment.	20.00%	-	Use of recycled paper products for packing and recycled wood for storage vaults. Wherever possible, packaging products are sourced that are chlorine-free and made from recycled materials, while all used packaging is recycled.
-	3	* <b>Sustainable Transportation:</b> Describe the Proposer's program(s) for promoting sustainable transportation practices and to reduce the environmental footprint of the Proposer organization's transportation operations.	20.00%	-	WMN partners have implemented several initiatives designed to limit their carbon footprint and benefit the environment. Some of these include: <ul style="list-style-type: none"> <li>• Utilizing IdleAir in lieu of idling engines reducing fuel consumption</li> <li>• Auxiliary Power Units (APU) likewise reduce the reliance on fuel consumption</li> <li>• Warehouses have incorporated solar panels in instances to reduce electric consumption</li> <li>• Packing materials are made of recycled material and likewise recycled at the completion of a move</li> </ul>
-	4	* <b>Sustainable Operations:</b> Describe the Proposer's program(s) for promoting sustainable practices within the Proposer's offices, warehouses, and other facilities.	20.00%	-	Please see Exhibit 4A_Sustainability at Weichert 2020. Our sustainability plan creates long-term value by not only creating a Green strategy aimed towards the natural environment, but also considers every dimension of how a business operates in the social, cultural, and economic environment. We focus on internal green initiatives to reduce our carbon footprint combined with responsible purchasing practices reflecting our commitment to sustainability in our supply chain, incorporating social, employment and environmental aspects into purchasing decisions in order to build a better future. We maintain vigorous recycling programmes at all of our offices and recognize recycling champions in each office on a regular basis.  Around the office Going green starts at home, or in our case, in our office. Here are just a few of the initiatives we've implemented to ensure a healthy and sustainable workspace for our colleagues.  Paperless Processes • Our MyWIN technology system eliminates most of the paper in our administrative processes and reduces the carbon footprint associated with extensive hard-copy records retention. • Our company-wide payroll runs at 100% paperless. • When we do buy paper, our policy is to purchase only certified recycled paper products. We also strive to print double sided.  Emissions • Our colleagues have the option of working from their home office one-two days a week*, reducing travel, fuel consumption, harmful auto emissions, and energy use. • Whenever possible, we utilize Skype and videoconferencing to minimize unnecessary business travel.  Reduce, Recycle, Conserve • We incorporate sustainable and energy efficient practices within our service centers such as using energy-efficient lighting (with sensors) and HVAC units. • We utilize a green recycling agency, for the safe and proper disposition and recycling of outdated computers and other electronic equipment, including printer toner cartridges. • We use an alternative-energy supplier to power a number of Weichert locations, including our headquarters campus. • We maintain vigorous recycling programs and every colleague has a recycle bin for nonconfidential paper recycling. • We use re-useable flatware and cutlery in all kitchen areas, eliminating Styrofoam and plastic cups, plates, and utensils. Dishwashers are run daily and bins are provided for recycling. 4A_Sustainability at Weichert 2020.pdf
-	5	* Supplier(s) awarded a system-wide agreement as a result of this RFP 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: <a href="https://www.ecovadis.com/us/supplier-solutions-2/">https://www.ecovadis.com/us/supplier-solutions-2/</a> . Please acknowledge that you have read, understand and accept compliance to this requirement.	-	Yes (I acknowledge); No	Yes (I acknowledge)
-	6	* Does your company incorporate workplace diversity and inclusion as part of its employment practices and provide documentation of such practices (e.g. partnerships, career fairs, job boards)? Does your company track its diversity makeup to include gender, age, race, and tenure (if applicable) by job level? If yes, please provide a brief explanation.	20.00%	-	Weichert seeks out diverse business opportunities and supplier partners. Within our supplier selection process, we identify candidates that are designated as Minority and Women-Owned Business Enterprises (MWBE). As we finalize our selection process, additional consideration is given to MWBEs. Through this discovery and encouragement of MWBEs, we have many diversity suppliers in several service streams including household goods, spouse career counseling, intercultural, language training, and real estate. Leveraging our diverse supplier network, we've been able to help our clients reach at least 10% annually in their MWBE spend targets.  In addition, Weichert has enhanced our diversity supplier outreach efforts and successfully worked with clients to address priorities in this area, both from a reporting and diversity supplier/usage standpoint. Our clients use PowerAdvocate and CVM Solutions, premier providers of global supplier diversity solutions. As a data aggregator and originator for both Tier 1 and Tier 2, PowerAdvocate and CVM deliver data, services, and technology needed to advance supplier diversity initiatives to achieve corporate sourcing objectives. We can work with UC on achieving your supplier diversity spending targets by establishing a target level for diversity spending (typically a percentage of the total), and utilizing our service team and technology resources to monitor the use of designated MWBE suppliers on a quarterly basis to ensure that targets are met.



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Questionnaire Name: *	Pricing
Questionnaire Type:	Technical
Questionnaire Description:	

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Weichert Workforce Mobility Inc.
-	1	<p><b>* Pricing for Required Services:</b></p> <p>Proposer will be required to propose net pricing for all of their service offerings that are included in the Pricing Proposal. For each service offering, proposal should describe the Standard Service Package. For each service offering, proposal should be in the form of a discount from a tariff, detailed price schedule or another clearly-presented format. Provide pricing for each of the following services in a separate attachment (for large tables, please use Excel):</p> <p>Interstate Household Moving Services                      Intrastate household moving services for the State of California                      In-transit Storage                      Automobile Moving Services</p>	75.00%	-	<p>Please see attached, Exhibit 1A_UC Pricing Proposal Prepared by Weichert, a pricing proposal which includes interstate and deregulated intra-state shipments as well as Exhibit 1A_California Max 4 Tariff specific to intra-California shipments.</p> <p>1A_California Max 4 Tariff.pdf;1A_UC Pricing Proposal Prepared by Weichert.xlsx</p>
-	2	<p><b>* Pricing for Optional Services:</b></p> <p>Proposer will be required to propose net pricing for all of their additional service offerings that are included in the Pricing Proposal. For each service offering, proposal should be in the form of a discount from a tariff, detailed price schedule or another clearly-presented format. Select each additional service that the Supplier will be offering through this proposal. For each service offering, proposal should describe the Standard Service Package. Provide pricing for each of the following services in a separate attachment (for large tables, please use Excel):</p> <p><input type="checkbox"/> Containerized moving services</p> <p><input type="checkbox"/> Intrastate household moving services (for states other than California)</p> <p><input type="checkbox"/> International household moving services</p> <p><input type="checkbox"/> Specialized services related to household moving, including electronics and other high-value items</p>		-	<p>Please see Additional Service tab in the attached pricing proposal, Exhibit 1A_UC Pricing Proposal Prepared by Weichert. 1A_UC Pricing Proposal Prepared by Weichert.xlsx</p>
-	3	<p><b>* Additional Proposal Service Offerings:</b> Any products or services not included elsewhere, but which are available to University of California Clients and/or Omnia Partners Participating Public Agencies in the Proposer's standard Service Guide may be submitted as a separate document attached to the Proposer's response. Provide pricing in a separate attachment. Are there additional services that you would like to include?</p>	12.50%	-	<p>Please see Additional Service tab in the attached pricing proposal, Exhibit 1A_UC Pricing Proposal Prepared by Weichert. 1A_UC Pricing Proposal Prepared by Weichert.xlsx</p>
-	4	<p><b>* Pricing Methodology:</b> Please provide your methodology for pricing changes. Include any indices, benchmarks, etc. that your firm uses as part of the rate calculation.</p>		-	<p>Any household goods tariff increases (General Price Adjustments) are based annually on a combination of the CPI and CEU indices. The General Price Adjustment will be based on the increase in the CEU times .41 (representing the labor portion of carriers' expenses) plus the increase in the CPI times .59 (representing the reciprocal of .41), as specified in Paragraph 2, from July to July of each subsequent calendar year.</p>
-	5	<p><b>* Minimum Charges:</b></p> <p><input type="checkbox"/> Does the Proposer have Minimum Charges associated with any of its service offerings? If so, please describe.</p> <p><input type="checkbox"/> Is the Proposer able to reduce or eliminate the Minimum Charge fees associated with any of the abovementioned services? Provide a list below of the fees/surcharges that the Proposer is able to reduce or eliminate.</p>		-	<p>There is no minimum charge for a household goods shipments however minimum weights vary by supplier between 2,100 and 3,400 pounds.</p> <p>Individual van lines mandate the minimum weight charge as a requirement however Weichert has negotiated overall pricing benefits via the proposed Single Factor Rate (SFR) tariff that will provide UC with overall savings.</p>
-	6	<p><b>* Peak Season Charges:</b></p> <p>How does your firm ensure service coverage during peak season (summer)?</p> <p><input type="checkbox"/> Does the Proposer have Peak Season Charges with any of its service offerings? If so, please describe.</p> <p><input type="checkbox"/> Is the Proposer able to reduce or eliminate the Peak Season Charges associated with any of the abovementioned services? Provide a list below of the fees/surcharges that the Bidder is able to reduce or eliminate.</p>		-	<p>The peak season adjustments will not apply to UC.</p> <p>The second and third part of this question is not applicable.</p>

7	<p><b>* Fuel Surcharges:</b></p> <p><input type="checkbox"/> Does the Proposer have Fuel Surcharges associated with any of its service offerings? If so, please describe.</p> <p><input type="checkbox"/> How often is this charge updated?</p> <p><input type="checkbox"/> Is the Proposer able to reduce or eliminate the Fuel Surcharges associated with any of the abovementioned services? Provide a list below of the fees/surcharges that the Bidder is able to reduce or eliminate.</p>			<p>A separate schedule is included in our pricing proposal based on the national cost of a gallon of diesel fuel as reported by the Department of Energy.</p> <p>Fuel surcharges are updated monthly based on the national average cost for a gallon of diesel fuel.</p> <p>The fuel surcharge is paid directly to the driver assigned to a shipment and any effort to reduce or eliminate this would have an adverse effect on the shipment and performance. Weichert does not recommend adjusting the fuel surcharge for this reason.</p>
8	<p><b>Housing-Related Fees and Surcharges (if applicable):</b></p> <p><input type="checkbox"/> If the proposal includes housing-related relocation services, what fees and surcharges are associated with any of these service offerings? Please describe.</p> <p><input type="checkbox"/> Is the Proposer able to reduce or eliminate fees/surcharges associated with any of the abovementioned services? Provide a list below of the fees/surcharges that the Bidder is able to reduce or eliminate.</p>			<p>As a member of OMNIA, UC will have the advantage of becoming a part of Weichert's largest client. Our engagement with OMNIA members is enhanced by utilizing all of the members' combined initiation volume to provide a leveraged pricing proposal. Please see Exhibit 1A_UC Pricing Proposal Prepared by Weichert and Exhibit 1A_UC OMNIA Pricing 2020 for details.</p> <p>There are no additional fees/surcharges. Please refer to Exhibit 1A_UC Pricing Proposal Prepared by Weichert. 1A_UC Pricing Proposal Prepared by Weichert.xlsx;1A_UC OMNIA Pricing 2020.pdf</p>
9	<p><b>* Other Fees and Surcharges</b></p> <p><input type="checkbox"/> Does the Proposer have other Fees and Surcharges associated with any of its service offerings? Does the Supplier impose any Fees and Surcharges on ProCard usage or any other type of payment? If so, please describe.</p> <p><input type="checkbox"/> Is the Proposer able to reduce or eliminate any of the abovementioned Fees and Surcharges? Provide a list below of the fees/surcharges that the Bidder is able to reduce or eliminate.</p> <p><input type="checkbox"/> What is Proposer's process for adding new fees or surcharges to an active agreement. What protections will the Proposer offer to minimize any impact of such fees or surcharges?</p>			<p>Service fees are listed on Pricing Proposal. No add'l fees. Add'l services added can be amended.</p>
10	<p><b>* Price Extension for UC and Participating Public Agencies:</b></p> <p><input type="checkbox"/> May the pricing and terms of this agreement be extended to UC employees who arrange and pay for services directly with the Supplier?</p> <p><input type="checkbox"/> May the pricing and terms of this agreement be extended to other UC-affiliated individuals (students, retirees, alumni)?</p> <p><input type="checkbox"/> May a customer pay directly to your firm?</p>	12.50%		<p>Yes, pricing and terms of this agreement may be extended to UC employees who arrange and pay for services directly with the Supplier.</p> <p>Yes, the pricing and terms of this agreement may be extended to other UC-affiliated individuals.</p> <p>Customers can pay the supplier partner (moving company) directly for services.</p>
11	<p>Describe any additional discounts or rebates and credits available. Additional discounts or rebates may be offered for business volume, managing the business process, large orders, single ship to location, growth, annual spend, guaranteed quantity, etc.</p>			<p>Additional discounts or rebates may be offered for business volume, managing the business process, large orders, single ship to location, growth, annual spend, guaranteed quantity, etc. Please see Exhibit 11A_Additional Discounts.pdf</p>
12	<p>Provide any additional information relevant to this section, including any special order, value add, promotional programs, etc. Specify any that may be earned.</p>			<p>[REDACTED]</p> <p>[REDACTED]</p>

## TheMIGroup & WEICHERT SHARED PROVIDERS

<b>Business Sector</b>	<b>Provider Name</b>	<b>Location/Coverage Area</b>
Pet Relocation	World Care Pet Transport	Global Coverage
Pet Relocation	World Wide Pet Transport	Global Coverage
Auto Transportation	Reindeer Auto Shipping	U.S. Domestic & C/B
Domestic HHG	Armstrong Relocation - United VL	U.S. Domestic
International HHG	AMJ Campbell International	Canada
International HHG	Armstrong	Canada
International HHG	Asian Tigers	Singapore
International HHG	Aviomar	Colombia
International HHG	Celebrity International Movers	Greece
International HHG	De Haan Relocation	Netherlands
International HHG	DT Moving Limited	UK
International HHG	GINTER	Brazil
International HHG	Harsch	Switzerland
International HHG	Hasenkamp	Germany
International HHG	IAL Nigeria Limited	Nigeria
International HHG	INSA	Ecuador
International HHG	Interem	India
International HHG	Lift Van international	Argentina
International HHG	Mudanzas Internacionales (Venezuela)	Venezuela
International HHG	Nuss Relocations	Australia
International HHG	Oman	Ireland
International HHG	Security	Peru
International HHG	Trafimar	Mexico
International HHG	Transportes Fink	Brazil
International HHG	VIP	Venezuela
International HHG	Voerman	Czech Republic
International HHG	Ward VL	Chile
International HHG	Writer	India

<b>COUNTRY</b>	<b>Network Partner</b>	<b>Network Partner</b>	<b>Network Partner</b>
<b>Afghanistan</b>	Move One	Paxton International	
<b>Albania</b>	Gosselin Mobility NV	Move One	
<b>Algeria</b>	AGS Frasers		
<b>Angola</b>	Africa Mobility Services	AGS Frasers	
<b>Argentina</b>	Transpack Argentina S.A.	Lift-Van International	
<b>Armenia</b>	Globalink		
<b>Australia</b>	Chess Moving	RJ Nuss Removals	Kent International Movers
<b>Austria</b>	Sobolak	Kuhner	
<b>Azerbaijan</b>	Globalink		
<b>Bahamas</b>	Freeport Transfer		
<b>Bahrain</b>	Gulf Agency	Writer Corporation	
<b>Bangladesh</b>	Homebound Packers & Shippers Ltd.		
<b>Barbados</b>	Michael Greaves		
<b>Belgium</b>	Transworld	Compas	Ziegler
<b>Belize</b>	M.B. Parienta		
<b>Bermuda</b>	Best Shipping	Bermuda Forwarders	
<b>Bolivia</b>	Inbolpack	Exprinter Liftvans	
<b>Bosnia &amp; Herzegovina</b>	Gosselin Mobility NV	Move One	
<b>Botswana</b>	Elliott International		
<b>Brazil</b>	G-Inter Transportes	Metropolitan	Transportes Fink
<b>Brunei</b>	International Packing Services	Intermovers	
<b>Bulgaria</b>	Gosselin Mobility NV	Orbit	
<b>Burkina Faso</b>	AGS Frasers Burkina		
<b>Burundi</b>	AGS Frasers	Worldwide Movers	
<b>Caicos</b>	Cargo Express Shipping		
<b>Cambodia</b>	Asian Tigers Transpo Int'l		
<b>Cameroon</b>	AGS Frasers		
<b>Cayman Islands</b>	Imp Agency Ltd.		
<b>Central African Republic</b>	AGS		
<b>Chad</b>	AGS		
<b>Chile</b>	Ward Van Lines	Unipack	
<b>China</b>	Asian Tigers K.C. Dat (China) Ltd.	Asian Express	Kings Mover International
<b>Colombia</b>	Aviomar	Transpack	Portan
<b>Congo</b>	AGS Frasers	Worldwide Movers	
<b>Costa Rica</b>	Worldwide Movers	Win Movers	
<b>Croatia</b>	Gosselin Mobility NV	Move One	
<b>Cyprus</b>	Columbia	Orbit	
<b>Czech Republic</b>	Gosselin Mobility NV	Voerman	
<b>Denmark</b>	Aspire Mobility (Mobeltransport)	Inter Express Transport	
<b>Dominica</b>	Wylliss	Tropical Shipping	
<b>Dominican Republic</b>	La Rosa Del Monte	Teodulo Aquino	Conal Int'l
<b>Dutch Antilles</b>	Caribbean Moving	Meyer Transport	
<b>Ecuador</b>	INSA International	Ecuadorian Transport	

<b>Egypt</b>	Express International	AGS Frasers	
<b>El Salvador</b>	Mudanzas Suarez	Mudisa - Mudanzas Internacional	
<b>England</b>	White & Co.	Gerson Relocation	DT Moving
	Robinsons Relocation Ltd.	BTR	
<b>Equatorial Guinea</b>	AGS		
<b>Eritrea</b>	Worldwide Movers		
<b>Estonia</b>	Gosselin Mobility NV	KLG	
<b>Ethiopia</b>	Segon	Move One	
<b>Fiji</b>	Williams & Gosling		
<b>Finland</b>	Oy Victor Ek AB	Alfa	
<b>France</b>	Grospiron	Neer Services	SOTIC (AGS)
<b>French Guinea</b>	AGS		
<b>Gabon</b>	AGS		
<b>Georgia</b>	Globalink	AGS Frasers	
<b>Germany</b>	Donath International	Hegele & Schmitt	Hasenkamp
<b>Ghana</b>	AGS Frasers		
<b>Greece</b>	Celebrity	Orphee Beinoglou	
<b>Grenada</b>	St. Louis Service		
<b>Guam</b>	Dewitt Moving		
<b>Guatemala</b>	Intermud	Caniz Van Lines	
<b>Guyana</b>	M&M Worldwide		
<b>Haiti</b>	Emballage Advantiste		
<b>Honduras</b>	Mudanzas Gamundi		
<b>Hong Kong</b>	Asian Tigers K.C. Dat Ltd.	Asian Express	
<b>Hungary</b>	Move One Relocations	Universal Express	Gosselin Mobility NV
<b>Iceland</b>			
<b>India</b>	Writer Corporation	Star Worldwide Movers	
<b>Indonesia</b>	Asian Tigers Lane Moving & Storage	EZY Relo	
<b>Iraq</b>			
<b>Ireland</b>	Irish Relocation	Oman	
<b>Israel</b>	Ocean Company Ltd.	Sonigo International	
<b>Italy</b>	Vinelli & Scotto	Bolliger S.P.A.	Franzosini
<b>Ivory Coast</b>	AGS Frasers	Worldwide Movers	
<b>Jamaica</b>	B.L. Williams		
<b>Japan</b>	Asian Tigers Premier Worldwide Movers Co.	Yokohama System Mover	Yamatane
<b>Jordan</b>	Gulf Agency	CML Safe Pak	
<b>Kazakhstan</b>	Globalink	Move One	
<b>Kenya</b>	AGS Frasers	Worldwide Movers	
<b>Kosovo</b>	Move One		
<b>Kyrgyzstan</b>	Move One	Global Link	
<b>Kuwait</b>	Gulf Agency	Move One	
<b>Laos</b>	Asian Tigers Transpo		
<b>Latvia</b>	Gosselin Mobility NV		
<b>Lebanon</b>	Orbit		
<b>Lesoto</b>	Beirut Express	O.D. Debbas & Sons	

<b>Liberia</b>	Stuttafords		
<b>Libya</b>	AGS		
<b>Lithuania</b>	AGS	IMS Shamis	
<b>Luxembourg</b>	Albert Streff Transports Internationaux Demenagements S.a.r.l.		
<b>Macedonia</b>	Move One		
<b>Madagascar</b>	Worldwide Movers		
<b>Malawi</b>	Worldwide Movers		
<b>Malaysia</b>	Asian Tigers Transpo Movers (M) Sdn	Inter Movers	
<b>Maldives</b>	Nooranma Travel Co.		
<b>Malta</b>	Thomas Smith		
<b>Mali</b>	AGS		
<b>Martinique</b>	AGS		
<b>Mauritania</b>	AGS Frasers		
<b>Mauritius</b>	Service de Deménagement		
<b>Mexico</b>	Trafimar Relocation Services	CIME	Transcontainer
<b>Mongolia</b>	Mongolian Express		
<b>Montenegro</b>	Move One		
<b>Morocco</b>	AGS Frasers	Marine Maroc	
<b>Mozambique</b>	Glenscare	Stuttaford Van Lines	
<b>Myanmar</b>	Asian Tigers Mobility		
<b>Namibia</b>	Stuttafords		
<b>Nepal</b>	Orient		
<b>Netherlands</b>	Voerman International	De Gruijter & Co.	Gosselin Mobility NV
<b>New Caledonia</b>	AGS Frasers		
<b>New Zealand</b>	New Zealand Van Lines Ltd.	The Moving Company (NZ) Ltd.	
<b>Nicaragua</b>	Mudanzas Mundiales		
<b>Niger</b>	AGS		
<b>Nigeria</b>	IAL Nigeria	Africa Mobility Services	AGS
<b>Norway</b>	NFB International Relocations	Haakull International Movers	Alfa Quality
<b>Oman</b>	Gulf Agency	Writer Corporation	
<b>Pakistan</b>	Express Movers	Global Packers	
<b>Panama</b>	Canal Movers	Panama Packing	
<b>Papau New Guinea</b>	Wridgways		
<b>Paraguay</b>	Servimex	Benkovics	
<b>Peru</b>	Security International Moving	Class International	
<b>Philippines</b>	Asian Tigers Lane Moving & Storage	Carepack Moving	
<b>Poland</b>	Universal Express Relocations	Gosselin Mobility NV	
<b>Portugal</b>	Premier International Movers	Global International	
<b>Puerto Rico</b>	La Rosa Del Monte	Garcia Trucking	
<b>Qatar</b>	Gulf Agency	Writer Corporation	Bridgeway Relocation
<b>Republic of Honduras</b>	Mudanzas Gamundi		
<b>Romania</b>	Gosselin Mobility NV	Orbit	
<b>Russia</b>	Voerman	Gosselin Mobility NV	IWM
<b>Rwanda</b>	AGS Frasers	Worldwide Movers	

<b>Saudi Arabia</b>	Move One	Namma Cargo	
<b>Scotland</b>	The Shore Porters Society	Clark & Rose	Constantine
<b>Senegal</b>	Maxi Move	Worldwide Movers	AGS
<b>Serbia</b>	Gosselin Mobility NV	Move One	
<b>Seychelles</b>	Mahe Shipping		
<b>Sierra Leone</b>	AGS		
<b>Singapore</b>	Asian Tigers K.C. Dat (S) Pte Ltd.	The Family Movers	Helutrans
<b>Slovak Rep.</b>	Move One		
<b>Slovenia</b>	Move One		
<b>Somalia</b>	Worldwide Movers		
<b>Somaliland</b>	Worldwide Movers		
<b>South Africa</b>	Elliott International	Stuttaford Van Lines	AGS
<b>South Korea</b>	Asian Tigers Transpack Movers (M)	Korea Transport	
<b>Spain</b>	SIT Grupo Empresarial, S.L.	Mudinmar	
<b>Sri Lanka</b>	Gulf Agency	Horizon	
<b>St. Kitts Nevis</b>	Woodsrite		
<b>St. Lucia</b>	Hunte's Intl.		
<b>St. Maarten</b>	Meyer Moving		
<b>St. Vincent</b>	Wills Agencies		
<b>Sudan</b>	AGS Frasers		
<b>Suriname</b>	Cambridge		
<b>Swaziland</b>	Elliott International		
<b>Sweden</b>	Alfa Quality Moving	Aspire Mobility	
<b>Switzerland</b>	Harsch	Packimpex (Not Part of our Reciprocity Program)	Keller Swiss
<b>Tajikistan</b>	Move One		
<b>Taiwan</b>	Asian Tigers K.C. Dat Ltd.	Crown Van Lines	
<b>Tajikistan</b>	Globalink		
<b>Tanzania</b>	AGS Frasers	Worldwide Movers	
<b>Thailand</b>	Asian Tigers Transpo Int'l Ltd.	Hong Kong Transpack	JVK
<b>Togo</b>	AGS Frasers Togo		
<b>Trinidad</b>	A.J. Mauritzen	Henderson Moving	
<b>Tunisia</b>	Deminter		
<b>Turkey</b>	Asya International Movers	Move One	
<b>Turkmenistan</b>	Globalink		
<b>Uganda</b>	AGS Frasers	Worldwide Movers	
<b>Ukraine</b>	Move One Relocations	Gosselin Mobility NV	
<b>United Arab Emirates</b>	Writer Corporation	Interem	Gulf Agency
<b>Uruguay</b>	Autogiro		
<b>Uzbekistan</b>	Move One		
<b>Venezuela</b>	Clover Internacional	VIP	
<b>Vietnam</b>	Asian Tigers Transpo Int'l	Saigon Van Int'l	
<b>Virgin Islands</b>	Flemming's Transport		
<b>Yemen</b>	Gulf Agency		
<b>Zambia</b>	Elliott		
<b>Zimbabwe</b>	AGS Frasers	Biddulphs International	







Partner Name & Headquarters Address	Armstrong 630 Secretariat Crt, Mississauga ON L5S 2A5	United VL 7229 Pacific Circle Mississauga, Ontario L5T 1S9 Canada	Kings 505B Meloche Dorval, Quebec	AMJ 1722 - 118 Avenue NE Calgary (Alberta) T3K 0R1	Atlas Agent Total	ATLAS VL 485 North Service Road East Oakville, ON L6H 1A5
Number of tractors:	79	2560	62	250	312	1915
Number of trailers:	56	8900	91	350	441	3860
Principal Contact	Rod Speers		Randy Hounjet	David Dixon		
Number of locations:	ON, QC, AB	Nationwide	AB, BC, MB, NB, NS, ON, QC, SK	AB, BC, MB, NB, NL, NT, NS, NU, ON, PE, QC, SK, YT	Nationwide	347
Square footage of storage available:	250,000	20,000,000	489,000	900,000	1,389,000	13,519,441
Awards or industry designations:	UVL Sales and Quality Award, Unigroup Highest Safety Award, Weichert Partner of the Year Award (multiple times), Move for Hunger Canadian Award	Between all the agents, probably all the industry awards	Kings Calgary, Montreal, Burlington- multiple National Quality Awards and Regional Quality Awards from Atlas Numerous drivers winning Prime Fleet and Supplemental fleet Awards from Atlas. Kings Winnipeg- packing award from Atlas Kings Calgary, 2nd place in cross border volume for Atlas. Kings Calgary-Diamond rated agent for Atlas Canada, maintaining a survey score of better than 4.7/5 for four consecutive quarters.	<ul style="list-style-type: none"> <li>Agent for Atlas Van Lines in Canada</li> <li>Agent for Atlas Van Lines in the United States</li> <li>Owner of AMJ Affinity Vaults in Canada and the United States</li> <li>Member of Canadian employee Relocation Council, Canadian Association of Movers, FIDI, FAIM, BAR</li> <li>2019 Atlas Canada Platinum Quality Award</li> <li>2019 largest volume booker for Atlas Van Lines Canada</li> <li>2019 largest volume booker for cross border business for Atlas Van Lines</li> <li>Atlas Van Lines top quality driver awards for Canada Long Haul, Canada Short Haul, and Cross Border.</li> <li>CAA (Canadian Automobile Association) 2019 partner of the year</li> <li>Wayfair – 2019 supplier of the year North America</li> <li>Better Business Bureau A+ rating</li> </ul>		ProMover American Moving & Storage Assoc (AMSA) Better Business Bureau Licensed by US Department of Transportation – USDOT # 125550; MC#79658 Participating Carrier in the Centralized Household Goods Traffic Management Program (CHAMP) for US Government Agencies. Participating Carrier for the US Department of Defense FIDI-FAIM (FIDI Accredited International Mover) C-TPAT certification with US Customs & Border Patrol for International Forwarding RIM – Registered International Mover International Association of Movers (IAM) Latin American & Caribbean Moving Assoc (LACMA) International Air Transportation Assoc (IATA) European Mover Partnership Employee Relocation Council (Worldwide ERC)

<b>Weichert Move Network</b>
391
497
Kyriako Bouris
Nationwide
1,639,000

## EXHIBIT 4A\_HHG PROGRAM DETAILS

WMN partners maintain storage facilities both domestically and internationally, providing access to over 70 million square feet of space available worldwide. Storage facilities are required to include security cameras/CCTV, fire protection, and adhere to all safety requirements, as well as meet the minimum safety requirements: bonded, controlled access, recorded security camera, area sprinkler system and fire and burglar protection. In addition, all storage facilities have internal vaults specially designed for household and personal effects.

Mover's International is a wholly owned subsidiary of Weichert, serving as freight forwarder – booking the origin and destination agents directly for international household goods shipments. Our in-house model delivers complete control of all household goods moving services, logistics, supply chain selection, competitive pricing, quality assurance and claims settlement. In addition, with fewer hand offs in the process, the employee experience is improved. Managed from our Houston operations center and with over 40 years' experience, our Movers International solution provides international moving operations in two of our North American service centers, including warehousing, storage, and packing/delivery teams. In areas where we do not have physical operations, we partner with FIDI/FAIM registered moving companies.

All of our shipping partners are formally sourced, screened, trained, and subject to ongoing performance and accreditation requirements to set them up for success in achieving peak performance to our exacting standards. Selection criteria to be considered for network partnership includes: industry certification; strategic and cultural alignment; regional category competency; strong service and quality standards; demonstrated performance management orientation (scorecard performance, historical performance); financial stability and risk assessment level (Supplier Partner Intelligence Reports - SPIR); and best value move management (individual shipment costs v. total relocation, proven track record of reducing shipment costs, audit procedures in place). Our network partners also maintain a variety of affiliations / certifications including FIDI Membership, FAIM Certified, IAM (formerly HHGFA), IATA, LACMA, and/or C-TPAT Certified.

## **EXHIBIT 6A\_ INTERNATIONAL ABILITIES**

### **SERVICE INITIATION**

- During the initial call with the transferee, a Weichert Counselor will determine the transferee's moving needs and policy limitations.
- The Counselor will review policy terms, any specific concerns or policy limitations that may exist, the timing of the move, and any other pertinent information.

### **INTRODUCTORY MOVE CALL**

- The Counselor will introduce Movers International (MI) to the transferee. Movers International is Weichert's proprietary international household goods forwarding company which will be in touch with your employee to discuss their move in greater detail, to perform a detailed needs assessment, to review policy allowances and limitations, arrange for a visual or virtual survey to determine shipment parameters, specific services required and provide the necessary counselling on the insurance and customs clearance processes as well as set expectations for the overall move.

### **ASSIGNMENT (ORIGIN AGENT)**

- MI selects an origin agent from our Worldwide Partner Network best suited to meet the needs of both UC and the employee from both a quality and price perspective.
- Household goods moves are best served by an agent with a physical presence and resources at origin who can pack and load the international move directly without the need to subcontract whenever possible.

### **SURVEY**

- At the transferee's convenience, a representative of MI's origin agent will visit with the transferee or conduct a virtual survey based on the employee's preference to ascertain what items will be moved by air, sea and placed into long term storage and confirm any specific services required as well as any access issues.
- The survey details are then prepared and submitted back to the MI Move Counselor for review and assessment.

### **SURVEY REVIEW**

- Once the Move Counselor receives the survey results, they review them against client policy to determine if there are any items that are being requested to be moved outside of policy.
- The Move Counselor will determine the cost of preparing and shipping items outside of policy and will be prepared to review this information with the transferee when they contact them to schedule moving dates.

### **QUOTING THE DOOR TO DOOR MOVE**

- The move counselor now begins the process of assembling the door to door move costs. Origin agent's charges for the complete origin services of packing and crating, positioning and loading of the ocean freight container are calculated.
- The counsellor then researches the ocean freight routing to optimize shipping time vs. the cost of freight, based on the transferee's planned arrival date in the destination country.

- Our destination agent is also selected from our Worldwide Partner Network best suited to meet the needs of both UC and the employee from both a quality and price perspective. Based on the origin survey results we request bids for complete destination services from multiple qualified network providers to ensure the most competitive pricing for UC.
- Working on a fully transparent cost-plus basis MI applies a margin to all of the above costs and our door to door move price is calculated. If requested by UC the price is quoted and agreed upon prior to the commencement of the move.

### **SCHEDULING DATES**

- After the quote has been approved by UC, our origin agent contacts the employee to schedule the packing and removal dates based on the employee's schedule and needs.
- The Move Counselor will send out a confirmation email reconfirming their discussion, the agreed upon dates, and next steps.

### **CONFIRMING DATES**

- Depending on how far in advance moving dates are scheduled, the Move Counselor will touch base with the transferee via phone or email to reconfirm moving dates at least two weeks and the day prior to their move.
- Any adjustments to the schedule or shipment will be made at one of these times.
- During these calls the move counselor will confirm that the employee has completed their customs forms and insurance valuation forms and will assist in answering any questions at this time. It is important that these forms are received back from the employee prior to the move commencing.

### **PACK AND LOAD DAYS**

- The Move Counselor will touch base with the transferee to ensure the crew arrived on time, is performing to the transferee's satisfaction and answer any questions they may have. They will call and check in with the employee each day packing is scheduled up to and including loading day.

### **IN TRANSIT**

- The Move Counselor will monitor the transit schedule with the air and/or ocean carriers to confirm the estimated time of arrival remains as scheduled and will communicate any significant changes to the employee.
- Pre-advice notices of the shipment's pending arrivals at the destination port are sent to our destination agent so that they can be fully prepared to manage the upcoming customs clearance accordingly. Any changes in the arrival schedule are communicated along the way.

### **CUSTOMS CLEARANCE AND DELIVERY**

- Our destination agent tends to the customs clearance formalities to ensure that the shipment is expeditiously cleared to avoid unnecessary detention or demurrage charges and arranges payment of all port and terminal handling charges.
- Once cleared our destination agent confirms delivery dates with the employee. The Move Counselor will touch base with the transferee during delivery to ensure the crew arrived on time, is performing to the transferee's satisfaction and answer any questions they may have.
- The Move Counselor will review the delivery paperwork to ensure the transferee understands their responsibility during the delivery process such as verifying all items on the inventory are checked off and received in their home. Should an item be identified as either damaged or

missing, the employee is counseled on how to document that on the delivery paperwork to avoid issues with the claims process.

#### **POST MOVE CHECK-IN**

- Depending on the transferee's schedule, the Move Counselor will contact the transferee at the conclusion of their move to ensure they are satisfied with the services performed and address any open issues or questions.
- In the event of a claim, the Move Counselor will provide the transferee with the required claim paperwork and advise the insurance company of a pending claim.

#### **INVOICE AUDIT PROCESS**

- Invoices must be submitted in a timely manner, typically within thirty (30) days of the service being completed.
- Invoices must include all required documentation including:
  - Certified weight tickets.
  - Legible and signed inventory forms.
  - Legible and signed delivery forms (bingo sheets).
  - Legible and signed additional services confirming all services were performed and acknowledged by the transferee.
  - Signed copy of the bill of lading (BOL).
  - Approvals, if applicable, to items normally excluded by policy.
- Weichert employs a team of transportation experts that review and audit each individual invoice prior to payment. Items reviewed include:
  - Final provider invoice matches quote from provider with any deviations being appropriate and agreed to based on approved changes to the shipment.
  - All required documentation, noted above, is submitted.
  - All items shipped are within client policy limitations.
  - Proper Weichert/ MI contract terms are adhered to.
  - Proper tariff terms are adhered to.
  - All exceptions to policy are documented and supported.
- In the event an invoice is submitted without the required documentation or does not meet any of the rigorous auditing steps, the invoice is adjusted by Weichert/MI and short-paid to the supplier advising them of the audit reduction.

#### **CUSTOMER SATISFACTION SURVEY**

- At the completion of all services the relocation counselor will send an electronic satisfaction survey to the transferee. The survey results are tabulated and used as part of our customer satisfaction metrics. Any specific feedback on our origin or destination agents will be tabulated and shared with them as part of our supply chain management process on a scheduled basis.

## WEICHERT MOVE NETWORK SCORECARD

		Performance Metrics	Metric Type	Actual Value	Target	Weight	Success Rate	
Satisfaction	1.	96% YTD aggregate customer satisfaction rating	Output		95%	20.0%	20.0%	
	2.	75% YTD Legendary Service Rating	Output		80%	10.0%	10.0%	
Service and Quality	3.	99% On Time Pick Up	Process		99%	10.0%	10.0%	
	4.	99% On Time Delivery	Process		99%	10.0%	10.0%	
	5.	\$300 YTD average claim cost per move	Output		\$300	20.0%	20.0%	
	6.	95% YTD Shipment Servicing	Process		95%	10.0%	10.0%	
	7.	30% YTD QA compliance review site visits	Process		30%	10.0%	10.0%	
	8.	95% YTD self haul ratio	Process		95%	10.0%	10.0%	
<b>Total</b>						<b>100.0%</b>	<b>100.0%</b>	
							Target Rate	85.0%
							Difference	15.0%

## EXHIBIT 12A\_ADDITIONAL PERFORMANCE STANDARDS

Additional performance standards include:

- **Invoice/billing accuracy**

Weichert is committed to the delivery of accurate and timely invoices and currently maintain a **99.58%** billing accuracy rate. All expense management, tax, billing, and reporting functions are performed in-house by Weichert colleagues through our corporate headquarters in New Jersey. We do not outsource or off-shore this critical function. Accuracy measures include - (1) Six Sigma and ISO methodology in our process design; (2) policy grids in the administration of our clients' programs to ensure a high degree of accuracy and consistency in benefit levels; (3) system controls prohibiting duplicate or ineligible entries; and (4) multiple audits prior to submission for disbursement. Further, Weichert has achieved SOC 2 Type 1 certification (February 2020) from our auditing firm Cohn-Reznick, attests to the suitability of design and operating effectiveness of our internal expense administration controls. Weichert will have SOC 2 Type 2 certification by December 2020.

- **Client service satisfaction**

At the completion of all services the relocation counselor will send an electronic satisfaction survey to the transferee. The survey results are tabulated and used as part of our customer satisfaction metrics. Any specific feedback on our origin or destination agents will be tabulated and shared with them as part of our supply chain management process on a scheduled basis.

Transferee Satisfaction is measured via a formal, online service evaluation (available via web and mobile views) and is distributed at the conclusion of the move or assignment. The dynamic survey is based on each transferee/assignee's authorized services while soliciting actionable feedback to enhance the employee experience. Further, in-process sensory analysis tools in MyWIN allow the relocating employee to provide real-time feedback with the process, allowing us to gain additional insights into the customer experience and identify potential issues before they arise.

A satisfied customer is one that awards the Counselor category with a rating of Excellent (9-10), Good (8), or Satisfactory (7). Legendary Service is based on an "Excellent" rating. Results are returned to Weichert and are accessible to UC in real-time via the Client Dashboard in MyWIN. Based upon the survey data, Weichert's account management team provides regular, ongoing feedback to the Counselors to keep performance at or above expectations

Weichert is proud of our ability to meet our customer's needs. For the last 12 months, Weichert achieved a **96% Customer Satisfaction** rate and a remarkable **96% Client Satisfaction** rate. In addition, our reputation for quality is validated by several independent surveys – **achieving #1 in Net Satisfaction Rankings by both the Transferring Employee as well as Relocation Managers** in the most recent surveys conducted by Trippel Survey & Research. Further, we are proud to have been named **Relocation Management Company of the Year** by the Forum for Expatriate Management for an unprecedented six years (2019, 2018, 2016, 2015, 2014 and 2012).



# 201X U.S. Domestic Scorecard

## Sample Client

Client Performance Metrics		Actual Value	Weight	Success Rate
Financial	1. <b>95%</b> YTD current A/R aging		N/A	0.0%
	2. <b>96%</b> YTD aggregate customer satisfaction rating		10.0%	10.0%
Satisfaction	3. <b>50%</b> YTD service evaluation response rate		N/A	0.0%
	4. <b>100%</b> YTD client satisfaction		10.0%	10.0%
Service	5. <b>99%</b> YTD on time household goods pick up and delivery		10.0%	10.0%
	6. <b>5.0%</b> YTD appraisal variance		10.0%	10.0%
	7. <b>5</b> business day average turn around time for expense reimbursements		10.0%	10.0%
Quality	8. <b>98%</b> year end W-2 accuracy rate		10.0%	10.0%
	9. <b>70%</b> YTD claims free move experience		10.0%	10.0%
Risk Management	10. <b>65%</b> YTD aggregate amended value rate		15.0%	15.0%
	11. <b>15.5%</b> YTD total direct home selling costs		15.0%	15.0%
<b>Total</b>			<b>100.0%</b>	<b>100.0%</b>
			<b>Target Rate</b>	<b>92.0%</b>
			<b>Difference</b>	<b>8.0%</b>

**Note:** If one or more weighted metric has a value of 'N/A', the weight(s) associated with the metric(s) are redistributed those metrics that are weighted.

Success Rate	Rating
96% - 100%	Exceptional
92% - 95%	Exceeds Expectations
85% - 91%	Meets Expectations
75% - 84%	Below Expectations
0% - 74%	Significantly Below Expectations

## 201X U.S. Domestic Client Scorecard Success Rate Scoring Sheet

Aggregate Customer Satisfaction	
Metric Result	Weight
96%	0.10
95%	0.09
94%	0.08
93%	0.07
92%	0.06
91%	0.05
90%	0.04

Client Satisfaction	
Metric Result	Weight
100%	0.10
90%	0.09
80%	0.08
70%	0.07

HHG Pickup and Delivery	
Metric Result	Weight
99%	0.10
98%	0.09
97%	0.08
96%	0.07
95%	0.06
94%	0.05
93%	0.04

Appraisal Variance	
Metric Result	Weight
5.0%	0.10
5.5%	0.08
6.0%	0.06
6.5%	0.04
7.0%	0.02

Expense Reimbursements	
Metric Result	Weight
5	0.10
6	0.08
7	0.06
8	0.04
9	0.02

W-2 Accuracy	
Metric Result	Weight
98%	0.10
97%	0.09
96%	0.08
95%	0.07
94%	0.06
93%	0.05
92%	0.04

Claims Free Move	
Metric Result	Weight
70%	0.10
69%	0.09
68%	0.08
67%	0.07
66%	0.06
65%	0.05
64%	0.04
63%	0.03
62%	0.02
61%	0.01

Amended Value Rate	
Metric Result	Weight
65%	0.15
64%	0.14
63%	0.12
62%	0.10
61%	0.08
60%	0.06
59%	0.04
58%	0.03
57%	0.02
56%	0.01

Total Direct Home Selling Costs	
Metric Result	Weight
15.5%	0.15
15.6% - 16.0%	0.13
16.1% - 16.5%	0.09
16.6% - 17.0%	0.08
17.1% - 17.5%	0.07
17.6% - 18.0%	0.06
18.1% - 18.5%	0.05

**Note:** If one or more weighted metric has a value of 'N/A', the weight(s) associated with the metric(s) are redistributed among those metrics that are weighted.



**INVOICE(XXXXXX)**

**Bill to:**  
CLIENT

**Remittance Information:**

ACH/WIRE:  
Bank: Bank of America  
Swift Code:  
ABA Routing # (ACH):  
ABA Routing # (Wires):  
3 Account #:

CHECK:  
Payable To: Weichert Workforce Mobility Inc.  
Attention: Accounts Receivable  
1625 State Rt 10 East  
Morris Plains, NJ 07950

**Invoice Information:**

Invoice #: XXXXXX  
Invoice Date: X/X/20XX  
Terms:  
Invoice Due Date:

Please forward remittance advice to ARRemit@weichertwm.com  
Please contact your Client Service Manager or Billing@weichertwm.com with questions concerning your invoice.

Name	Moving Costs	Invoice/(Credit) Amount	GL Account	Relocation Cost Center
Transferee, Name	-1,500.00	-1,500.00	6024030	XXXXXXXXXX
Transferee, Name	0.00	2,000.00	6024030	XXXXXXXXXX
Transferee, Name	2,882.02	2,882.02	6024030	XXXXXXXXXX
Transferee, Name	7,269.11	7,269.11	6024030	XXXXXXXXXX
Transferee, Name	2,856.01	2,856.01	6024030	XXXXXXXXXX
Transferee, Name	4,237.02	4,237.02	6024030	XXXXXXXXXX
Transferee, Name	1,708.00	1,708.00	6024030	XXXXXXXXXX
<b>Subtotal - 5001022107</b>	17,452.16	19,452.16		
	0.00	2,000.00	6024030	XXXXXXXXXX
<b>Subtotal - 5001022114</b>	0.00	2,000.00		
<b>Total</b>	17,452.16	21,452.16		
<b>Total Due, USD, Invoice #XXXXXX</b>		21,452.16		



**Invoice Detail(XXXXXX)**

Name	Description	Remarks	Date	Voucher	Invoice/(Credit) Amount	Employee ID
LAST, FIRST	Non Compliance Fee Refund	non comp refund	2/21/2019		-1,500.00	XXXXXXXX
				<b>Transferee Subtotal, USD</b>	<u>-1,500.00</u>	

**Invoice Detail(XXXXXX)**

Name	Description	Remarks	Date	Voucher	Invoice/(Credit) Amount	Employee ID
LAST, FIRST	HHG - Third Party	Arpin Van Lines HHG Trans PA1868325B 3RD PARTY DESTINATION SERVICES	XX/XX/20XX	3021968	198.00	XXXXXXXXXX
	Accessorial Bulky	Arpin Van Lines HHG Trans PA1868325B LARGE TV > 40	XX/XX/20XX	3021968	77.74	XXXXXXXXXX
	Accessorial SVC CHG	Arpin Van Lines HHG Trans PA1868325B DESTINATION FEES	XX/XX/20XX	3021968	179.99	XXXXXXXXXX
	HHG - Storage	Arpin Van Lines HHG Trans PA1868325B SIT INSURANCE SURCHARGE	XX/XX/20XX	3021968	52.04	XXXXXXXXXX
	HHG - Storage	Arpin Van Lines HHG Trans PA1868325B FUEL SURCHARGE - SITDEL	XX/XX/20XX	3021968	104.08	XXXXXXXXXX
	HHG - Storage	Arpin Van Lines HHG Trans PA1868325B SIT DEST. PUP/DEL	XX/XX/20XX	3021968	1,300.94	XXXXXXXXXX
	Storage - 30 Plus Days	Arpin Van Lines HHG Trans PA1868325B SIT DEST. 30+ DAYS	XX/XX/20XX	3021968	492.83	XXXXXXXXXX
	HHG-Storage	Arpin Van Lines HHG Trans PA1868325B SIT DEST. ADDITIONAL DAY RATE	XX/XX/20XX	3021968	476.40	XXXXXXXXXX
<b>Transferee Subtotal, USD</b>					<u>2,882.02</u>	

**Invoice Detail(XXXXXX)**

Name	Description	Remarks	Date	Voucher	Invoice/(Credit) Amount	Employee ID
LAST, FIRST	Accessorial MISC	Arpin Van Lines HHG Trans PA1867415B MISCELLANEOUS CHARGE	XX/XX/20XX	3031224	50.00	XXXXXXXXXX
	HHG-Storage	Arpin Van Lines HHG Trans PA1867415B SIT DEST. ADDITIONAL DAY RATE	XX/XX/20XX	3031224	1,042.55	XXXXXXXXXX
	HHG - Storage	Arpin Van Lines HHG Trans PA1867415B SIT DEST. PUP/DEL	XX/XX/20XX	3031224	2,536.83	XXXXXXXXXX
	HHG - Storage	Arpin Van Lines HHG Trans PA1867415B FUEL SURCHARGE - SITDEL	XX/XX/20XX	3031224	253.68	XXXXXXXXXX
	HHG - Storage	Arpin Van Lines HHG Trans PA1867415B SIT INSURANCE SURCHARGE	XX/XX/20XX	3031224	101.47	XXXXXXXXXX
	HHG - Third Party	Arpin Van Lines HHG Trans PA1867415B 3RD PARTY ORIGIN SERVICES	XX/XX/20XX	3031224	1,074.50	XXXXXXXXXX
	Storage - 30 Plus Days	Arpin Van Lines HHG Trans PA1867415B SIT DEST. 30+ DAYS	XX/XX/20XX	3031224	1,078.50	XXXXXXXXXX
	Accessorial Bulky	Arpin Van Lines HHG Trans PA1867415B LARGE TV > 40	XX/XX/20XX	3031224	77.74	XXXXXXXXXX
	Accessorial Bulky	Arpin Van Lines HHG Trans PA1867415B LARGE TV > 40	XX/XX/20XX	3031224	77.74	XXXXXXXXXX
	Accessorial Bulky	Arpin Van Lines HHG Trans PA1867415B RIDING MOWER < 25HP	XX/XX/20XX	3031224	77.74	XXXXXXXXXX
	Accessorial Bulky	Arpin Van Lines HHG Trans PA1867415B MOTORCYCLE >= 250CC	XX/XX/20XX	3031224	77.74	XXXXXXXXXX
	Accessorial Bulky	Arpin Van Lines HHG Trans PA1867415B MOTORCYCLE >= 250CC	XX/XX/20XX	3031224	77.74	XXXXXXXXXX
	Accessorial SVC CHG	Arpin Van Lines HHG Trans PA1867415B DESTINATION FEES	XX/XX/20XX	3031224	393.88	XXXXXXXXXX
	HHG - Third Party	Arpin Van Lines HHG Trans PA1867415B 3RD PARTY DESTINATION SERVICES	XX/XX/20XX	3031224	349.00	XXXXXXXXXX
<b>Transferee Subtotal, USD</b>					<u>7,269.11</u>	

**Invoice Detail(XXXXXX)**

Name	Description	Remarks	Date	Voucher	Invoice/(Credit) Amount	Employee ID
LAST, FIRST	Accessorial SVC CHG	United Van Lines Llc. HHG Trans 0420 04350 8 01 ORIG SVC CHG	XX/XX/20XX	3021858	82.05	XXXXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 04350 8 01 Packing Service Unpk	XX/XX/20XX	3021858	32.70	XXXXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 04350 8 01 Packing Service	XX/XX/20XX	3021858	475.47	XXXXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 04350 8 01 TRANSPORTATION	XX/XX/20XX	3021858	1,374.39	XXXXXXXXXX
	HHG - Third Party	United Van Lines Llc. HHG Trans 0420 04350 8 02 DESTINATION	XX/XX/20XX	3022065	95.00	XXXXXXXXXX
	HHG - Third Party	United Van Lines Llc. HHG Trans 0420 04350 8 01 ORIGIN SERV FEE	XX/XX/20XX	3021858	245.00	XXXXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 04350 8 01 Fuel Surcharge	XX/XX/20XX	3021858	123.70	XXXXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 04350 8 01 AUX SERV	XX/XX/20XX	3021858	301.62	XXXXXXXXXX
	Accessorial SVC CHG	United Van Lines Llc. HHG Trans 0420 04350 8 01 DEST SERV CHG	XX/XX/20XX	3021858	71.10	XXXXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 04350 8 01 INSURANCE SURCHARGE	XX/XX/20XX	3021858	54.98	XXXXXXXXXX
<b>Transferee Subtotal, USD</b>					<u>2,856.01</u>	

**Invoice Detail(XXXXXX)**

Name	Description	Remarks	Date	Voucher	Invoice/(Credit) Amount	Employee ID
LAST, FIRST	HHG - Third Party	United Van Lines Llc. HHG Trans 0420 01162 9 01 ORIGIN	XX/XX/20XX	3022039	549.50	XXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 01162 9 01 TRANSPORTATION	XX/XX/20XX	3022039	1,804.38	XXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 01162 9 01 Packing Service	XX/XX/20XX	3022039	825.71	XXXXXXXX
	Accessorial SVC CHG	United Van Lines Llc. HHG Trans 0420 01162 9 01 ORIG SVC CHG	XX/XX/20XX	3022039	158.24	XXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 01162 9 01 Labor Shuttle/METRO	XX/XX/20XX	3022039	664.62	XXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 01162 9 01 Fuel Surcharge	XX/XX/20XX	3022039	162.39	XXXXXXXX
	HHG-Transportation	United Van Lines Llc. HHG Trans 0420 01162 9 01 INSURANCE SURCHARGE	XX/XX/20XX	3022039	72.18	XXXXXXXX
<b>Transferee Subtotal, USD</b>					<u>4,237.02</u>	



**Invoice Detail(XXXXXX)**

Name	Description	Remarks	Date	Voucher	Invoice/(Credit) Amount	Employee ID
LAST, FIRST	HHG-Auto	Reindeer Logistics, Inc. HHG Trans 1259690A Fuel Surcharge	XX/XX/20XXX	3031212	308.00	XXXXXXXX
	HHG-Auto	Reindeer Logistics, Inc. HHG Trans 1259690A Auto Transportation	XX/XX/20XX	3031212	1,400.00	XXXXXXXX
				<b>Transferee Subtotal, USD</b>	<u>1,708.00</u>	
				<b>Subtotal - 5001022107, USD</b>	<u>19,452.16</u>	

# Relocation Rebound:

Strategically Advancing Workforce Mobility  
Post-Coronavirus



Propelling **Mobility**



Just as the giant glaciers of the ice age changed the Earth's surface, the COVID-19 pandemic has drastically reshaped the global business and talent landscape. The speed and magnitude of the labor market's decline is unprecedented, and major economic shifts are forcing companies to rethink virtually every aspect of their operations—from where and how they work to how they source materials. Going forward, we will almost certainly classify business activities as “pre-Coronavirus” and “post-Coronavirus.”

While immediate focus belongs on the health and safety of the mobile workforce, this watershed moment should be used to prepare for a rapid rebound when moves on hold are reactivated, and to think strategically about how to respond to the new business imperatives.

Soon, the **number one priority** will be to fill staffing needs in locations where skills or knowledge aren't available.

Although none of us at this moment can say what the future holds, making the right moves today will prepare you to thrive tomorrow. What follows is our advice to help inform these moves, in both the short and long term.

## SHORT TERM

Quickly remobilizing talent will be a significant challenge in the wake of stricter immigration and heightened reluctance to relocate. In the near term, focus on the following:

- Document your *Pandemic Addendum to Policy* to ensure consistent handling of exceptions (and defend payments that might substantiate government sponsored “disaster relief payments” or corporate tax assistance).
- Reserve capacity for confirmed moves that are on hold (household goods and temporary living capacity will be in high demand).
- Consider extending Long Term Assignments (instead of incurring repatriation, pre-assignment costs); update Localization policies if necessary.
- Pursue immigration/work permits now knowing there will be significant backlog when travel restrictions are lifted.
- Determine if on-hold assignments are still mission critical.
- Plan for a smooth year-end by tracking all compensation, benefits, in-kind expenses and exceptions (tagged as COVID-19).
- Focus on data clean-up and integrity while providing keen insights about downstream cost/budget impacts.

For additional information and insights refer to the Weichert Workforce Mobility [Coronavirus blog](#).

## LONG TERM

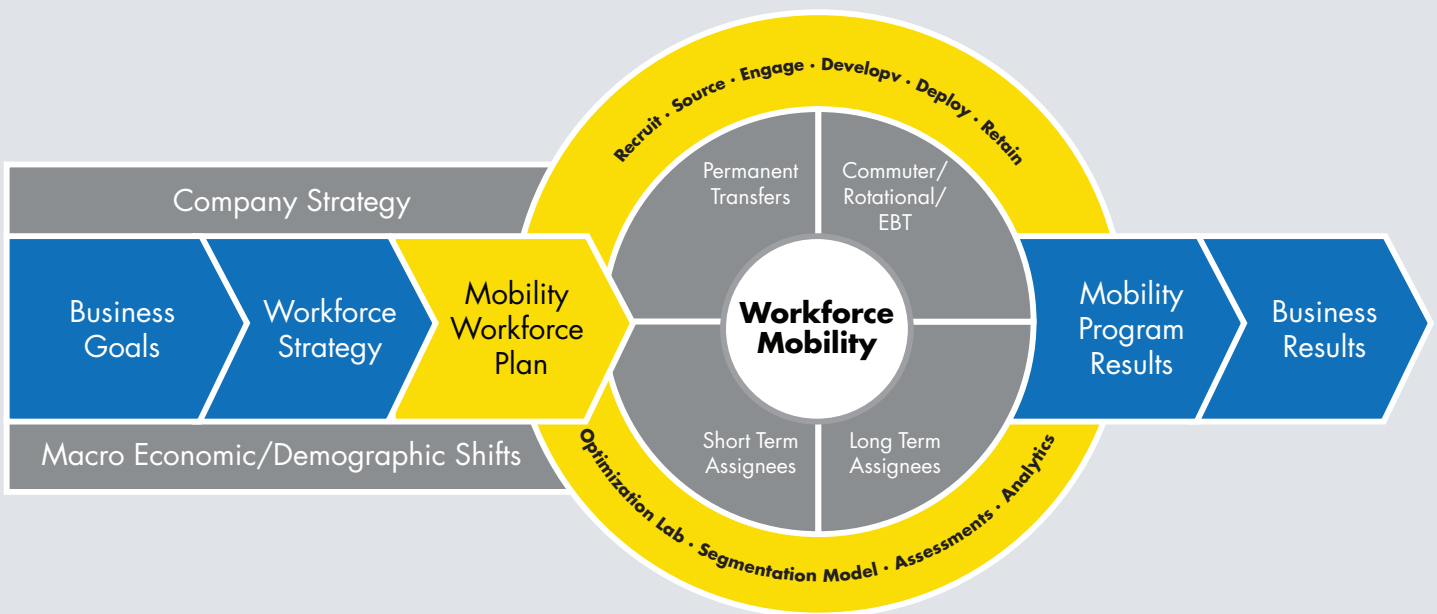
We've identified **10 key strategic initiatives** that will help you and your company thrive post-Coronavirus.

1. [Align with talent management](#)
2. [Embrace value-driven mobility](#)
3. [Simplify processes](#)
4. [Reinforce duty of care](#)
5. [Strengthen pre-assignment services](#)
6. [Embrace “virtual” solutions](#)
7. [Mitigate supply chain risk](#)
8. [Decrease costs](#)
9. [Improve the employee experience](#)
10. [Prepare for mergers & acquisitions](#)

### ALIGN WITH TALENT MANAGEMENT

Global “stay at home” orders proved that many industries could embrace remote working, but it also magnified the importance of organizational agility, highlighting gaps in regional leadership and workforce planning. Pre-Coronavirus, employees were often relocated quickly without considering compliance issues or thinking about the strategic value of the move or talent management implications. Post-Coronavirus, we have a unique opportunity to re-engage with Talent Management.

Our Optimization model (below) is a tool designed to align Mobility with Talent Management and is especially important in this transformative stage of recovery. It illustrates the forces impacting the company and its strategy, including economic and demographic shifts as well as competitive pressures impacting the business. The ideal mobile workforce plan will use a wide variety of relocation and assignment types to acquire talent, engage and retain that talent and develop global leaders to advance the business plan. The outer ring of the model demonstrates how workforce mobility can support the entire talent management cycle and the tools that can be used to drive program and business results.

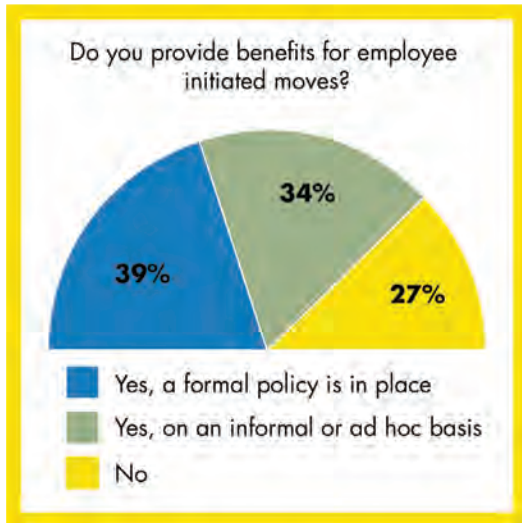


### EMBRACE VALUE DRIVEN MOBILITY

Like the traditional 4 box talent model, many companies are segmenting their mobile population and aligning benefits to reflect the unique value each segment brings to the company. For instance, “hand raisers” who volunteer to move may not warrant a full expat policy. On the other end of the segmentation model, deploying key strategic roles that have a greater impact on the business may justify more comprehensive mobility benefits. Changing from an “entitlement policy” where everyone receives the same benefit to assistance that reflects the criticality and value of the move will ensure the right cost/value balance.



Pre-Coronavirus we witnessed a notable increase in Extended Business Travel and Short Term Assignments in response to the need to be more nimble. In addition, more companies were implementing “employee-initiated” move policies, allowing them to cost effectively tap into a new pool of talent. Post-Coronavirus, employees may be anxious about business travel and increased reluctance to relocate may shrink this important mobile workforce segment.



## 01 Weichert Tip

Mobility wants desperately to improve its strategic value, but research shows that Mobility rarely interacts with Talent Management. Use these consultative questions to engage your Talent Management team and plan for the future:

1. Will temporary or gig workers be a more significant percentage of the workforce?
2. Does the company have new business plans that depend on fluid talent?
3. Do you have the right policies and governance framework in place?
4. Does your Employee Value Proposition encourage people to take up mobile opportunities?
5. Are your policies fit for purpose? Does it make sense for your organization to balance the cost/value of mobility in different talent segments?

For more information, refer to our whitepaper [Optimizing Workforce Mobility Management](#).

## SIMPLIFY PROCESSES

Now is the time to evaluate roles and responsibilities. The crisis may have uncovered weaknesses, redundancies and bottlenecks. Thinly staffed mobility/HR departments might be impacted by reductions in force. If so, more holistic outsourcing could streamline process and result in cost savings.

## 02 Weichert Tip

Map current RACI (Responsible, Accountable, Consulted, Informed) to identify potential process improvements. Ensure you are leveraging MyWIN single sign-on and cost estimator tools, and subscribe to routine reports to effortlessly share them with key stakeholders.

Request RACI templates and work with your Weichert representative to complete them. For more information, refer to [The Case for Outsourcing](#) and contact your Weichert representative to request a copy of our Outsourcing Business Case Template.

## REINFORCE DUTY OF CARE

Magnified by the pandemic, four issues stand tall among the greatest challenges facing global mobility:

- Knowing the exact whereabouts, health and safety of mobile employees.
- Being able to easily communicate with them in an emergency.
- Remaining compliant with volatile travel restrictions and ever-changing visa/immigration laws.
- Being able to accurately track days in specific locations for tax, immigration and compensation purposes.

Prior to the pandemic, companies may not have been concerned about tracking tools, but the crisis highlighted gaps in Duty of Care and emergency preparedness.

GPS-enabled solutions like the Weichert Global Organizer provide a seamless and much more efficient method of monitoring payroll and immigration compliance while facilitating effortless emergency communications, travel alerts and notices. There is no doubt that as the COVID-19 crisis unfolded, having real-time information on travel restrictions and the ability to instantly locate and communicate with your assignees would empower the most proactive response.

## 03 Weichert Tip

Use this simple checklist to mitigate risk with a more effective Duty of Care policy.

- Develop a process to monitor and track travelers for the key areas of pre-trip assessment: taxation, immigration and Duty of Care.
- Synchronize with Travel, Security and HR.
- Determine roles and responsibilities.
- Educate and communicate with business leaders and employees.

For more information, refer to our [Duty of Care whitepaper](#) and [Weichert Global Organizer information](#).

### STRENGTHEN PRE-ASSIGNMENT SERVICES

Until a vaccine becomes available and/or protocols are in place for antibody testing, employees will be more interested in evaluating the quality and availability of medical facilities and resources in their destination locations. Accordingly, helping employees and their families assess the attractiveness/risk of a particular destination will not only be an important part of your duty of care, it may be critical to overcoming reluctance to travel and relocate. Both the business and potential assignee (and family) will want/need to know the risk profile of the destination area; the type of support available, especially related to medical, evacuation, schooling and immigration; and how the company will support the assignee and family should there be a resurgence. Health briefings are likely to become as important—if not more important—than tax or security briefings.

## 04 Weichert Tip

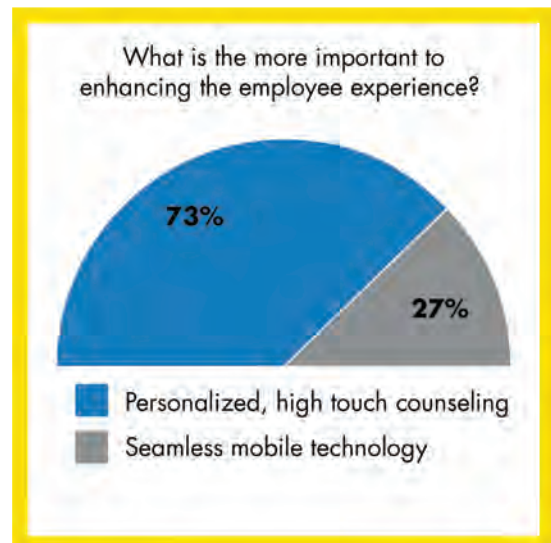
- Partner with global insurance providers, security and local HR to prepare a risk profile of the destination.
- Provide candidate self-assessment tools.
- Provide destination counseling overviews (virtually) before the employee must accept the offer.
- Ensure there are no adverse career implications for rejecting/delaying a move.

### EMBRACE VIRTUAL SOLUTIONS

Necessity is often the mother of invention and the pandemic ushered in some innovative technology solutions that may stick with us. Accelerating the early adoption of inevitable technology solutions may be one of the few positive impacts from the pandemic. Game-changing innovations have the potential to enhance productivity and simplify processes:

- Drive by/desktop appraisals.
- Virtual household goods surveys.
- GPS enabled payroll/immigration compliance.
- Virtual home finding and home marketing.
- More prolific adoption of virtual language training and cultural orientation.

That said, the pandemic also provided proof that especially in times of great stress, a well-informed, resourceful and empathetic counselor is more important than technology. Just a few of the thousands of testimonials we received during the pandemic illustrate what an invaluable “lifeline” a counselor can be. So, while technology may improve process and productivity, it can’t replace the personalized counseling so important in the delivery of an exceptional employee experience. Guided by results from our March 2020 Live Benchmarking, think about how technology can be used to empower more effective and timely support and fuel a Legendary Service experience, not replace it!



## 05 Weichert Tip

If you haven't adopted technology-empowered solutions, the time is now to do so. Assess productivity enhancements and ensure personalized counseling is used strategically to elevate the employee experience.

For more information, refer to our [MyWIN video](#) and make sure you are leveraging our free destination tools (World Trade Resources and Next Neighborhood).

## 06 Weichert Tip

Use this "down" time to help suppliers/partners better understand your company culture, relocation policies and talent management objectives by hosting virtual learning sessions. Weichert can help organize these virtual sessions to ensure teams and providers are ready for any spike in volume post-Coronavirus. We also highly recommend incorporating updates from your talent management group and most active business units to provide insight into rebound plans and priorities.

For more information, refer to our [Supply Chain Risk Assessment Report](#).

### MITIGATE SUPPLY CHAIN RISKS

Because small businesses have greater credit constraints and are more sensitive to weak consumer demand, they are often hit the hardest in economic downturns. Smaller supply chain partners like appraisers, agents and destination service providers play a vital role in delivering service to transferees. In fact, 95% of our appraisal network would qualify as "small business owners."

To mitigate risks, we often source and qualify multiple providers to ensure redundant coverage. Obviously in rural areas this may not be practical, but it is part of a solid supply chain discipline.

For larger providers (think household goods, immigration, temporary housing, relocation insurance, mortgage, title and closing and rental services) we perform a risk analysis, that includes liquidity, financial statements and such Dun & Bradstreet ratings as PAYDEX, Financial Stress and Commercial Credit Scores. Our assessment is also designed to serve as an early-warning mechanism so that Weichert supply chain and financial professionals can act in a proactive and responsible manner to preempt and mitigate risk.

### DECREASE COSTS

With a global economic downturn inevitable, cost control will be paramount. During the pandemic, most companies insisted on "doing the right thing" for employees in process or stranded as stay in place orders were issued resulting in additional costs. There are both short- and long-term cost control ideas as follows:

- Make sure you are tracking exceptions and additional expenses. For moves within the U.S., disaster benefits (i.e., extended temporary living, additional return flights, added storage in transit, etc.) can be excluded from reporting as income and do not need to be tax protected, saving tax gross-up.
- Forecast cost and budget impacts and advise business partners accordingly.
- Renegotiate lease extensions (rents may decrease as demand decreases) and/or consider moving to new host housing that might be less expensive/lower your housing allowances.
- For US Homesale:
  - Implement homesale best practices to ensure you maximize referrals to offset program costs.
  - Use aggressive home marketing strategies (price right, COVID-19 clean and complete repairs) to reduce inventory/resale costs.
  - Consider proven "demand generation" strategies to distinguish employee homes and ensure limited buyers want to buy these homes.



- Make sure your policies are “value driven” (refer to [Step 2](#) of the 10 key strategic initiatives).
- Position relocation costs against recruiting/replacement and training costs (some studies such as SHRM suggest it costs 6 to 9 months’ salary on average). New hires, by definition, will not have experience with your company and that, along with a unique understanding of your company culture, could be priceless.

For more information refer to our [Reducing Your Spend on Workforce Mobility](#) whitepaper.

### IMPROVE THE EMPLOYEE EXPERIENCE

The COVID-19 crisis has, understandably, created anxiety among mobile employees and their families who are away from home—on assignment, recently relocated or repatriating. In these challenging times, the mobile employee experience matters. The good news, we discovered, is that most companies took a “people first” attitude to managing in-process moves, and that ensuring the health, safety and wellbeing of employees was paramount. It’s hard to imagine a point in the employee lifecycle holding greater weight than how they feel they’ve been treated during this unprecedented situation but, believe it or not, there’s a scientific way to engineer a more effective employee experience.



## 07 Weichert Tip

Our latest whitepaper, *Designing a Legendary Employee Experience*, details our “design thinking” exercise of viewing the entire mobility process from the employee’s perspective. Many companies tackle this on their own—especially those operating under tight budget constraints—but if time and bandwidth allows, consider partnering with Weichert Advisory to assist. As part of our exercise, we recommend:

1. Confirming talent management objectives and priorities (hiring, skill building, reduction in force/critical retention).
2. Inviting employees to share their stories (or collect the voice of the customer via survey or focus group).
3. Creating a Journey Map illustrating key moments in the process.
4. Evaluating what you can stop doing, start doing or which processes/steps should be rearranged.
5. Identifying pain points (duplication of effort, poor service results, missed communications, etc.).
6. Bringing together key stakeholders (Weichert, tax, compensation, talent) to brainstorm/ideate ways to improve/overcome those pain points.
7. Conducting an impact analysis; which changes will produce the best results (easy, impactful should be implemented first, hard and less impactful may take a back seat).
8. Evaluating conducting a “pilot” to prototype solutions, collect feedback and refine recommendations.
9. Confirming actions and assignments.
10. Implementing, refining and continuing the process.

Ultimately, treating employees right during these tough times will define your culture for years to come.

For more information, refer to our latest whitepaper [Designing a Legendary Employee Experience](#).



## PREPARE FOR MERGERS & ACQUISITION

Many economists predict that once the recovery starts, mergers and acquisition activity will ramp up, allowing some companies to preemptively seize advantage by increasing market share, opening new channels or acquiring distressed assets. The best practice to support this corporate strategy is to have a Playbook for evaluating and harmonizing programs.

### 08 Weichert Tip

[Request a session](#) with Weichert's Advisory group to explore an [Optimization Lab](#) and see if our Mergers & Acquisition Playbook can be customized for you.

For more information [click here](#).

## CONCLUSION

The world will be very different post-Coronavirus and now is the time to understand the changing landscape and plan for a more efficient and effective global mobility program. Near term preparations will help your organization weather this storm and be ready for a quick remobilization. The more strategic ideas like aligning with talent management and improving the employee experience will enable your company to embrace broader demographic and societal changes while enhancing the strategic value of mobility to your company and your mobile workforce.

Remember: it's never been more important to create a future where you, your company and your employees thrive.

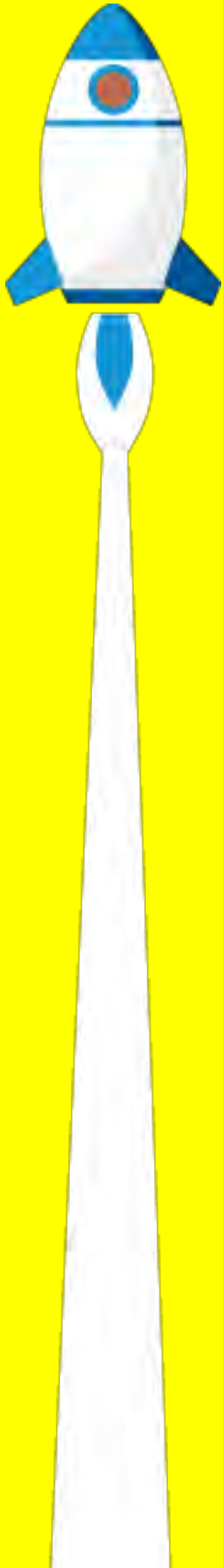
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To request copies of collateral referenced throughout this document please contact your Weichert representative.



Centers of Excellence  
United States | Canada | Latin America | EMEA | Asia Pacific

[weichertworkforcemobility.com](http://weichertworkforcemobility.com)



# WORKFORCE MOBILITY SOLUTIONS

## Omnia Partners Member Benefits



Vigilant Cost Savings

Dedicated Global Team

Stringent Custom Scorecard

Category Management Oversight

Independent Evaluation



Propelling **Mobility**

# MOBILITY CATEGORY SUPPLIER PROFILE

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## Top 4 Global Workforce Mobility Supplier

- Expansive Suite of global services & resources
- OMNIA PARTNERS Dedicated Team: Intimate service experience with industry leading expertise

## Industry Leader in Quality & Performance Management Disciplines

- Trusted Advisor, Next Practices, Legendary Service Delivery, Balanced Scorecard, SSAE16, ISO9001
- Named "Relocation Management Company of the Year" by the Forum for Expatriate Management – 2014, 2015, 2016, 2017, 2018 & 2019 – Chosen by a panel of independent judges made up of large multinational corporations

## Committed and Stable Ownership

- 50 years of consistent ownership
- Relocation, international assignment, tax and compensation & supply-chain management core competencies

Managing 40,000 annual relocations to more than 192 countries

- 850 colleagues
- 500 clients
- 97% client satisfaction
- 96% customer satisfaction

## FAST FACTS

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Our 850+ highly engaged colleagues are located throughout 13 regional service centers and manage \$3.0 Billion in equity, transferee, assignment and employee expense disbursements.

### The Americas

#### US

- Morris Plains, NJ
- Boston, MA
- Chicago, IL
- Houston, TX
- Newport Beach, CA
- San Francisco, CA

#### Canada

- Toronto
- Calgary

#### LATAM

- Miami, FL

### EMEA

#### London

### APAC

#### Hong Kong

- Singapore
- Shanghai

**3,600 Local Accredited Representatives  
in 192+ countries, and virtually every US  
city and Canadian province.**

# WHY WEICHERT

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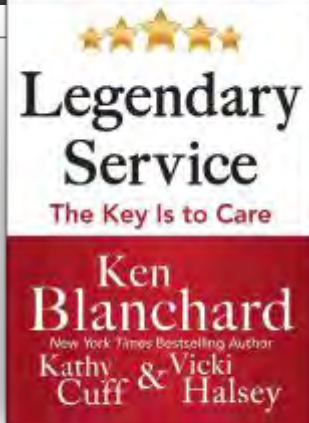
- Locations
  - Downers Grove
  - UK
  - Shanghai
  - Singapore
- AMS Expertise & Experience
  - Alcoa
  - Arconic
  - Bridgestone
  - Kimberly-Clark
  - Stepan
- Quick On-Site Implementation with Guarantees
- Aggregate Pricing Structure with OMNIA
- Innovative, Entrepreneurial, Managed Growth
  - Acquisition of PwC
  - Acquisition of The MGroup
  - Weichert GO
  - Weichert Tax Services
- Integrated Supply Chain for Maximum Value
- Legendary Service Delivery Philosophy

Our customer service program is designed to foster an environment of innovation and engagement.



I CARE Service Delivery Model

Inspiring  
Collaborative  
Attentive  
Responsive  
Empowered



Legendary Service from our colleagues means Legendary Results for our clients.

# QUALITY & PERFORMANCE

## Balanced Scorecard Methodology

Every aspect of your program, from our counselors to supply chain partners, is tied to a customized scorecard and closely monitored to ensure success.

ASSIGN	DEFINE	MANAGE	
Partner	Objective	Metric	Success Rate
Weichert	Customer Satisfaction Rate	96%	97%
	On Time Delivery of Household Goods Shipment	95%	98%
	5 Business Day Turn Time for Employee Expense Reimbursements	90%	96%
	Average Turn Time for Global Cost Projections	48 Hours	36 Hours
	Average Turn Time for Transferee Expense Processing	5 Business Days	3.5 Business Days
	Aggregate Amended Value Rate	75%	88%
	Reporting within 2 Business Days	95%	98%



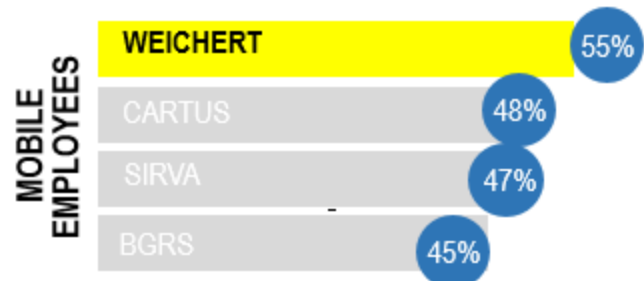
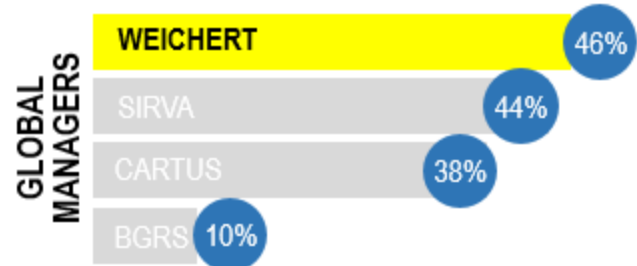
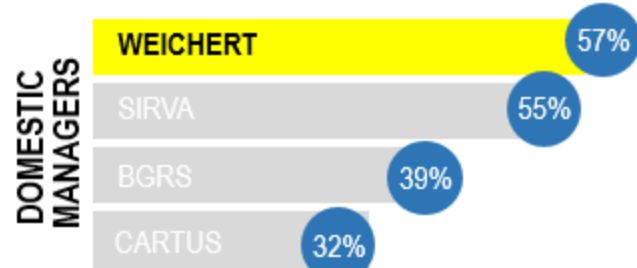
*The only workforce mobility company to be inducted to the Balanced Scorecard Hall of Fame.*

## Performance

### Client Survey



## Trippel Survey Results – 2018-2019



# WEICHERT OMNIA MOBILITY VALUE PROPOSITION

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Weichert OMNIA Mobility offers the only GPO solution that optimizes the deployment and growth of a member's mobile workforce. Through an exclusive contract between OMNIA PARTNERS and Weichert Workforce Mobility, Weichert OMNIA Mobility delivers best-in-class talent mobility and continuous program improvement based on:

**Vigilant cost control** through leveraged pricing, total program ownership and expert supply-chain disciplines.

**A global customer segment dedicated to OMNIA members** with centralized management for streamlined execution, centralized service team for stronger accountability, quality control assurance and reduced spend.

**Custom scorecards** specifically for OMNIA members with stringent metric goals to track results against agreed-upon success criteria and benchmarked against Weichert's Top 50 accounts to drive higher performance and ROI.

**Category lifecycle management** providing each member "customer of choice status", continuous improvement, and on-going value through Business Advancement Meetings, contract compliance, and scorecard oversight.

**Independent evaluation and attestation** by an independent consulting firm to evidence contract compliance and best-in-class market competitiveness.



## AWARDS & DISTINCTIONS

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**Executing Strategy**  
Balanced Scorecard  
Hall of Fame  
Palladium



**Leadership & Culture Practice**  
Developing Leaders  
Delivering Value to Clients  
Blessing White

**Propelling Workforce Deployment**  
RMC of the Year  
(2012, 2014, 2015, 2016, 2018, 2019)  
Forum for Expatriate Management



**Trusted Partner**  
Collaboration Award  
Corporate United

## CLIENT PARTNERSHIPS

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## OMNIA SERVICE BY THE NUMBERS

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# TESTIMONIALS

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## From a Clients

“My domestic relocation counterpart and I found out this morning that we were awarded our company’s **President’s** award. This award is the highest recognition in the company, so it’s kind of a big deal really. It is awarded to only 25 people in the organization for significant process improvements, cost savings and other outstanding accomplishments.

We were given the award for the many process improvements and policy changes we implemented in our workforce mobility program, domestically and internationally, over the past year, as well as the amazing success of the **implementation with Weichert (and your “zero-noise” accomplishment during the transition).**”

*Client Contact,  
Global Manufacturing Company*

## From the Transferees

“Jodie made my transition to Ohio seamless. She always provided professional, unbiased, and honest feedback when important time sensitive decisions had to be made. Weichert is very fortunate to have Jodie, and should use her as a role model for high quality, professional service.”

*Steven Staub – First Energy*

“I don’t believe there is anyway to make being complete uprooted a genuinely pleasurable experience but Deb was crucial to keeping me sane and grounded, and moving in the appropriate direction. Our communication was great and couldn’t be happier with our experience.”

*Timothy Steele – First Energy*

“Diana took care of myself and my family very well and in a highly professional manner. She was open to answer questions and concerns during the entire process. Not once did she make me feel as if I reached out to her too much, as she encouraged to call with any questions. Diana followed through on all process and ensured everything was handled quickly and appropriately!”

*Scott Riley - Entergy*





The logo for Weichert Workforce Mobility is centered within a black rectangular border. It features the word "Weichert" in a large, bold, black sans-serif font, with "Workforce Mobility" in a smaller, black sans-serif font directly below it.

# **Weichert**

**Workforce Mobility**

**Propelling Mobility**

**Centers of Excellence**

**United States | Canada | Latin America | EMEA | Asia Pacific**

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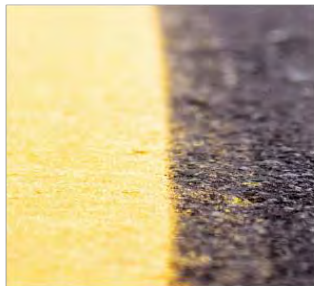
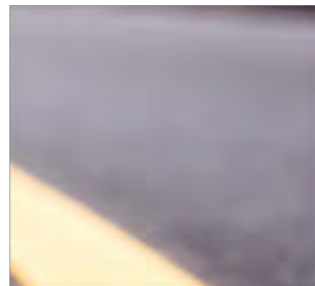
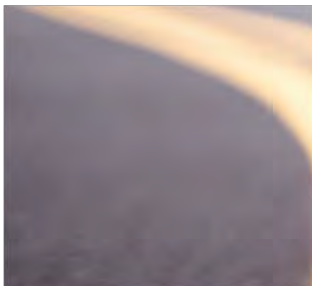
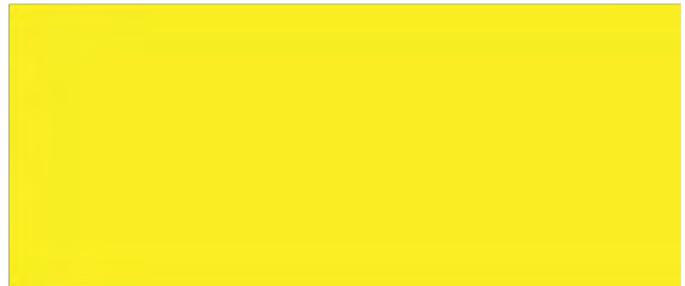
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**[weichertworkforcemobility.com](http://weichertworkforcemobility.com)**



# Propelling Workforce Mobility

RESPONSE TO UNIVERSITY OF CALIFORNIA  
REQUEST FOR PROPOSAL  
*EXHIBIT A*



Weichert Workforce Mobility  
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## 3.0 Supplier Response

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Supplier must supply the following information in order for the Principal Procurement Agency to determine **Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.**

### 3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.

Weichert is the **largest, privately-owned** provider of workforce mobility services – delivering holistic relocation, international assignment management, and advisory solutions. We combine the financial resources and capabilities of an industry leader with the flexibility and adaptability of a client-centric organization.

Since our inception, we have remained an autonomous Subchapter-S corporation, under the consistent ownership of James Weichert. We are part of the Weichert Family of Companies, a complementary group of privately held, independently operated businesses in real estate, financial services, and relocation, offering our clients integrated, right-sized solutions that reduce program costs while mitigating risk.

Weichert's history reflects strong leadership, managed growth, targeted acquisitions, integrated service offerings, and leading edge technology. In 1969, we started as the Relocation Department of Weichert Realtors®. Then, in 1985, Weichert Relocation Resources was established as a separate company expanding our scope beyond the U.S. domestic marketplace. Continuing to evolve our value proposition, in 2013, we changed our name to Weichert Workforce Mobility Inc. reflecting the wider array of strategic solutions available to support our clients' talent management initiatives. With the 2018 acquisition of TheMIGroup, our clients now benefit from a combined 90 years of experience inclusive of TheMIGroup's in-house freight-forwarding capabilities, expanded global footprint, greater volume leverage and cost control, as well as deeper insights into regional trends and practices.

Supporting **500+ multi-national clients** with activity in all regions of the world, our **850 colleagues operate from 13 Global Centers of Excellence** across the U.S. (Newport Beach CA, Chicago IL, Morris Plains NJ, Houston TX, Boston MA and San Francisco CA), Canada (Calgary AB and Toronto ON), EMEA (London), APAC (Singapore, Hong Kong, and Shanghai), and LATAM (Miami). Weichert's global footprint allows for scalable service delivery models based upon our clients' preferences. We can further extend our reach through our accredited network of strategic alliances and preferred suppliers – **3,600 on-the-ground specialists providing local support in 192 countries.**

Our history has been marked by consistent growth, targeted acquisitions, expanded global supplier networks, establishment of global operations outside North America, as well as an acknowledged industry leadership in best practices. This has brought the relocation industry timely service offerings, a highly skilled professional staff, strategically-placed office locations, and focus on client and customer service – all within the framework of a global governance model ensuring compliance.

B. Total number and location of sales persons employed by Supplier.

Weichert employees nine sales people in the following locations: two in the United Kingdom; one in New England; New York/New Jersey; Charlotte, North Carolina; St. Louis, Missouri; Houston, Texas; Phoenix, Arizona and Canada. For Omnia, we have three people supporting the Omnia member development group.

C. Number and location of support centers (if applicable) and location of corporate office.

Weichert has an extensive global footprint including wholly-owned offices in EMEA (UK), and APAC (Hong Kong, Singapore, and Shanghai), and the Americas (US and Canada). Each office is staffed with management and operations teams serving the relocation and assignment management needs of the clients based in these regions. In areas where we do not have an office, we maintain an extensively trained network of Weichert Global Representatives (WGRs) – **3,600 local relocation specialists based in 192 countries**. Please find our **14 office locations** listed below:

**Global Headquarters:** 1625 State Route 10, Morris Plains, NJ 07950.  
Southwest Region Office: 3500 Claymoore Park Drive, Houston, TX 77043.  
Mid-West Region Office: 1901 Butterfield Road, Suite 850, Downers Grove, IL 60515.  
Northeast Region Office: 120 Longwater Drive, Suite 101, Norwell, MA 02061.  
Western Region Office (Southern California): 100 Bayview Circle, Suite 250, Newport Beach, CA 92660.  
Western Region Office (Northern California): 25821 Industrial Blvd., Ste. 400, Hayward, CA 94545.  
Canada East Region Office (Toronto): 2000 Argentia Road, Plaza III, Suite 220, Mississauga, Ontario, L5N 1V9.  
Canada West Region Office (Calgary): 6700 MacLeod Trail South, Suite 210, Calgary, Alberta, Canada T2H 0L3.  
EMEA Region Office (London): Level 3 Brockbourne House, 77 Mount Ephraim, Tunbridge Wells, TN4 8BS.  
APAC Region Office (Singapore): 30 Orange Grove Road, Unite 07-01 RELC Building, Singapore 258352.  
APAC Region Office (Hong Kong): 1201-04 Tai Yau Building, 181 Johnston Road, Wanchai, Hong Kong.  
APAC China Office: Regus Bund Centre, 222 East YanAn Road, Shanghai, China.  
LATAM Region Office: 703 Waterford Way, Suite 195, Miami, FL 33126.  
Allegiance Government Relocation Services (US Government Sector Office): 13580 Groupe Drive, Suite 400, Woodbridge, VA 22192.

D. Annual sales for the three previous fiscal years.

2019: *Estimated revenue is \$175,000,000 (We will not know the final number until final financials are complete.)*  
2018: \$156,948,689

a. Submit FEIN and Dunn & Bradstreet report.

Weichert's Federal Tax ID number in US: 222-69-2254. The current D&B rating for Weichert Workforce Mobility, Inc. (US) is 5A4, the highest rating offered.

E. Describe any green or environmental initiatives or policies.

Weichert Workforce Mobility Inc. believes that protecting our environment is not a business issue, it is a human issue. As companies around the world recognize their responsibility to drive environmental change, leading global organizations such as Weichert have stepped forward to take the initiative and demonstrate a real-world commitment to minimizing our total environmental footprint in the way we conduct our day-to-day business.

### **Around the office**

Going green starts at home, or in our case, in our office. Here are just a few of the initiatives we've implemented to ensure a healthy and sustainable workspace for our colleagues.

### **Paperless Processes**

- Our MyWIN technology system eliminates most of the paper in our administrative processes and reduces the carbon footprint associated with extensive hard-copy records retention.
- Our company-wide payroll runs at 100% paperless.
- When we do buy paper, our policy is to purchase only certified recycled paper products. We also strive to print double sided.

### **Emissions**

- Our colleagues have the option of working from their home office one-two days a week\*, reducing travel, fuel consumption, harmful auto emissions, and energy use.
- Whenever possible, we utilize Skype and videoconferencing to minimize unnecessary business travel.

### **Reduce, Recycle, Conserve**

- We incorporate sustainable and energy efficient practices within our service centers such as using energy-efficient lighting (with sensors) and HVAC units.
- We utilize a green recycling agency, for the safe and proper disposition and recycling of outdated computers and other electronic equipment, including printer toner cartridges.
- We use an alternative-energy supplier to power a number of Weichert locations, including our headquarters campus.
- We maintain vigorous recycling programs and every colleague has a recycle bin for nonconfidential paper recycling.
- We use re-useable flatware and cutlery in all kitchen areas, eliminating Styrofoam and plastic cups, plates, and utensils. Dishwashers are run daily and bins are provided for recycling.

### **For Our Clients**

We recognize that many of our clients have their own commitments to sustainability. As such, we have implemented several processes which not only support our own environmental efforts but meet our clients' expectations around sustainable service initiatives.

- Our Tax department uses an all-electronic format to prepare year-end tax reports and provides mobile employees access using a secure login.
- Our MyWIN technology system is a central repository for all of the vital information our clients and their relocating employees need throughout the move process. This eliminates the need to print vital information.
- We utilize an e-signature tool to avoid the need to print/sign/scan.

Sustainability in our industry can be challenging, as the emissions and pollution associated with moving – domestically, intra-regionally, or globally – are a major contributor to greenhouse gases. From the waste generated and often improperly discarded when packing up a house, to the temporary use of packing materials, to the pollution generated from transportation, the practicality of moving an employee, can take a toll on even the

most robust sustainability plans. However, there is also the potential for reduction in the process, and Weichert remains committed to further identifying new ways to minimize the impact of our industry on the environment.

### **Special Household Goods Shipping and Storage Efficiencies**

When selecting movers, we are mindful to choose companies that partake in initiatives which make the household goods shipping and storage process less impactful on the environment. Some examples of this include:

**High-Tech Fleet:** On-board computer and satellite systems enhance the flow of information between the professional van operator, operations center and customer, saving fuel by ensuring the most effective route is taken and reducing the number of stops.

**IdleAir:** At truck parks van operators connect to power ports to heat and cool their cabs and run on-board electrical systems to reduce emissions from the vehicles engine.

**Auxiliary Power Units:** Many van operators rely on these energy-efficient systems to save fuel and minimize emissions. APUs allow van operators to maintain on-board systems without idling, greatly reducing diesel consumption up to 90 percent as compared to running the engine. Some agents also employ GPS tracking to monitor vehicle use and curtail idling.

**Prepass:** A transponder signals weigh stations (EZPass signals toll booths) for pre-approved clearance. This technology eliminates slowing, stopping, and idling to save time and reduce emissions.

**Solar Energy:** Installation of solar panels on warehouse rooftops to greatly reduce electricity consumption.

**Recycled Materials:** Use of recycled paper products for packing and recycled wood for storage vaults. Wherever possible, packaging products are sourced that are chlorine-free and made from recycled materials, whilst used packaging is recycled.

### **Discard and Donate**

Long gone are the days where relocating employees, particularly international assignees, are moving large household goods shipments. As organizations have looked for ways to reduce costs through reduced household goods shipments, the environment may prove the hidden winner in the situation. Weichert takes this a step further, offering a discard and donate program that companies can offer to their mobile talent. Relocating employees and families are provided with support to help identify items that can be donated or discarded before the move. The service then removes the items before the pack/load and ensures all items are safely and ethically donated or disposed. Relocating employees even receive a tax receipt for all donations.

### **Move for Hunger**

We are proud of our official partnership with [Move For Hunger](#), a non-profit organization that mobilizes the relocation industry to reduce food waste and fight hunger one move at a time.

Relocating employees have the opportunity to donate food items (instead of shipping or discarding it), saving companies money, reducing the move impact on our environment or the waste generated from a move, and best of all fighting hunger in our communities!

Fighting hunger is something we can all support, as our colleagues demonstrate with several WeCARE initiatives throughout the year!

## Responsible Purchasing

Weichert is leading the charge as a responsible corporate citizen within our industry and we expect the same from our service partners. With a service network reach that extends to over 175 countries, it is vital that we promote and nurture corporate responsibility within our supply chain.

Our *Responsible Purchasing Regulations* reflect our commitment to sustainability in our supply chain, incorporating social, employment, and environmental aspects into purchasing decisions in order to build a better future. The regulations define guidelines for supplier partners that promote and ensure compliance with our minimum sustainability requirements, within the constraints of good business practices and market conditions, including availability, demand, and profitability. This program aims to improve the efficiency of the supply chain processes.

As an organization, we are dedicated to helping create futures where people thrive. This commitment extends not just to our clients, customers, partners, and colleagues, but to the communities in which we live, and our broader world. We believe that these "green" initiatives represent a strong step in the right direction, for Weichert Workforce Mobility, and for the people we serve.

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Weichert is not a certified diverse owned business. Weichert seeks out diverse business opportunities and supplier partners. Within our supplier selection process, we identify candidates that are designated as Minority and Women-Owned Business Enterprises (MWBE). As we finalize our selection process, additional consideration is given to MWBEs. Through this discovery and encouragement of MWBEs, we have many diversity suppliers in several service streams including household goods, spouse career counseling, intercultural, language training, and real estate. Leveraging our diverse supplier network, we've been able to help our clients reach at least 10% annually in their MWBE spend targets.

In addition, Weichert has enhanced our diversity supplier outreach efforts and successfully worked with clients to address priorities in this area, both from a reporting and diversity supplier/usage standpoint. Our clients use PowerAdvocate and CVM Solutions, premier providers of global supplier diversity solutions. As a data aggregator and originator for both Tier 1 and Tier 2, PowerAdvocate and CVM deliver data, services, and technology needed to advance supplier diversity initiatives to achieve corporate sourcing objectives. We can work with PATH on achieving your supplier diversity spending targets by establishing a target level for diversity spending (typically a percentage of the total), and utilizing our service team and technology resources to monitor the use of designated MWBE suppliers on a quarterly basis to ensure that targets are met.

- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

Minority Women Business Enterprise

Yes   X No

If yes, list certifying agency: \_\_\_\_\_

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

Historically Underutilized Business (HUB)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

Historically Underutilized Business Zone Enterprise (HUBZone)

Yes  No

If yes, list certifying agency: \_\_\_\_\_

Other recognized diversity certificate holder

Yes  No

If yes, list certifying agency: \_\_\_\_\_

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Weichert is not affiliated with other relocation companies, but we do have affiliations with our own wholly-owned subsidiaries. We have wholly owned subsidiaries enabling us to perform more components of the relocation process in-house. Through our affiliations, UC will have access to all of Weichert’s companies. While our affiliations streamline the process, offer aggressive pricing discounts, and provide a customer experience “**All Under One Roof**”, we are flexible and do not mandate usage.

Weichert has the following wholly owned subsidiaries:

- Allegiance Government Relocation (Fairfax, VA)
- Weichert Workforce Mobility Canada ULC (Calgary, Canada)



- Weichert Workforce Mobility UK Ltd. (Tunbridge Wells, UK)
- Weichert Workforce Mobility Asia Pacific Limited (Hong Kong); and its subsidiary Weichert Workforce Mobility Co. Ltd. (Shanghai)
- Weichert Workforce Mobility Singapore Pte. Ltd. (Singapore)
- Weichert Property Management, Inc. (Morris Plains, NJ)
- Weichert Real Estate Support Services, Inc. (Norwell, MA)

Other subsidiaries were created to vertically align our supply chain, acquiring specialized service providers and developing exclusive partnerships to allow us to perform more of the relocation process in-house:

- By assuming the former Fidelity Residential Solutions branch in Norwell, MA, we established Weichert Real Estate Support Services (WRESS) as the exclusive title and closing management service supplier for our US real estate transactions – allowing us to streamline the home disposition supply chain and offer clients a turnkey title and closing solution.
- We also formed the industry’s first-ever wholly-owned independent tax services firm, Weichert Mobility Tax Services (WMTS) to provide relocation/expatriate tax preparation and advisory services, helping companies and mobile employees navigate the most complex tax situations while relieving the stress that employees often encounter preparing their taxes.

In January 2020, Weichert Mobility Tax Services (WMTS), which provides streamlined management of the complex tax and compliance-related components of corporate relocation, officially combined with accounting and advisory firm BDO USA. WMTS has been a member of the BDO USA Alliance since its founding in 2015, leveraging the services and expertise of BDO’s international network of firms; WMTS has since grown into a key component of Weichert’s single-source talent mobility solution. Weichert will retain its unique status as the only relocation management company with an integrated global tax solution for its clients. This combination enables WMTS to continue to meet the growing demand for its fully-integrated tax and compliance solutions while offering greater scalability of services.

Another two are specialty companies associated with relocation:

- Allegiance Government Relocation, a GSA Schedule 48 supplier of comprehensive relocation services to U.S. government agencies and departments.
- Weichert Property Management, Inc., an entity that offers property management services to our corporate clients.

## I. Describe how supplier differentiates itself from its competitors.

While most of our competitors offer the same types of services Weichert does, we believe we have developed a number of innovations that distinguish us from our competitors. Weichert has introduced a number of solutions that make it faster, easier and more cost-effective for our clients to deploy key talent and transfer critical skills. Some we have discussed above; others are highlighted below.

### **Advisory Services**

- Optimization Labs
- Regional Roundtables
- Return on Engagement

### **Talent Management**

- “Great Days at Work:
- 74% Colleague Engagement
- Legendary Service
- Chartering Sessions

### **Financial Stability**

- No Corporate Debt
- Most Profitable
- Highest D&B Rated
- Funding Capabilities

### **Integrated Supply Chain**

- Household Goods
- Title and Closing
- Mortgage
- Corporate Housing

One area in which we are truly breaking new ground across our industry is in helping multinational companies think more strategically about their mobile talent. For decades, workforce mobility was seen as a largely tactical effort, i.e., getting employees from one point to another to fill a job or address a skills shortage. We have dedicated much of our strengths to helping corporate mobility managers think more strategically about what they do, and understand the impact that their mobile workforces have on the growth of their business, recruitment and retention, and the achievement of their talent management objectives. Part of this involves raising awareness of the importance of the mobile workforce, particularly as it pertains to ROI. While mobile employees typically constitute only 1% to 2% of a company’s global workforce, this group represents a disproportionately high percentage of executive leaders, brand champions, “market-makers”, technical SMEs, senior project managers and HIPOs. As a result, as one of the world’s leading workforce mobility companies, we feel that it is incumbent upon us to empower mobility professionals and business leaders to leverage this talent segment to its full potential. To that end, we have cultivated dedicated HR Advisory resources and developed the following:

### **Optimization Labs and Creative Crowdsourcing**

Weichert’s Consulting and Advisory Services team is employing a tool called Optimization Lab that is meant to encourage Human Resource, talent management/acquisition and mobility groups to gather for strategic discussions to optimize each company’s corporate vision and talent strategy. Through a carefully choreographed workshop (built on an understanding of a company’s overall business strategy, workforce plan and employer brand), our experts help create a scalable mobility framework that is aligned with the company’s talent management strategy. Individually scoping each project ensures that we bring just the right resources to the specific engagement.

A recent comment from a participant in one of these exercises included these observations: "Weichert has recently completed an Optimization Lab with us. The effort not only highlighted the improvements we can make to our processes to generate efficiencies but also illustrated a significant opportunity to reduce overall program cost. The Weichert team offered tremendous insight into best practices and demonstrated a partnership in wanting to help us improve the program. A well spent investment of time and effort."

We also use the Optimization Lab framework internally, tapping into our colleagues’ collective expertise to improve internal products and processes. Using the Optimization Lab approach through our Consulting and Advisory Services team, we have streamlined internal processes, improved our own efficiency, lowered costs and

helped make it easier to do business with our company. Since 2016, we have conducted seven Internal Optimization Labs that engaged over 100 of our colleagues from around the globe in process and service improvements. Recent initiatives have included:

- **Client legal contracts and addenda:** Creation of a more efficient approval process and reduction of our standard documents' page volumes. *Result:* Reduction in our contract document volume by 45%, benefitting: clients in reducing review time, Weichert in simplifying negotiations, and the environment in fewer printed materials.
- **Colleague On-Boarding:** Creation of a more comprehensive rapid-immersion process to get new hires fully versed in our company culture and up-to-speed with their job functions much faster. *Result:* Reduction of attrition among our new hire population by 40%, on average, saving us an estimated \$100,000 annually.
- **Real Estate Documentation:** Creation of a more streamlined and enhanced Property Disclosure form and process to significantly reduce the time it takes for customers, counselors and agents to accurately and efficiently process required documents. *Result:* An estimated savings of \$500,000 annually.
- **Client Implementation:** Creation of a more efficient and expedient client account on-boarding process to reduce the timeline and eliminate duplication in documentation and project management efforts. *Result:* Reduction in time to implement by 10%-15%, on average, saving Weichert in implementation resources and allowing our clients to enjoy program savings sooner by being transitioned faster.

### **Weichert GO: Global Organizer / Tracker**

Our most recent technology innovation is the newly launched Global Organizer / Global Tracker tool called WeGO, which assists clients in tracking and communicating with their business traveler and international assignee populations. The tool provides your business travelers with a smartphone application where they can easily record their business travel while taking a trip; the application can use the phone's GPS signal to quickly record their location with just a tap, or the employee can opt for manual entry within the application.

As compliance is a key driver for global companies, the tool provides mobile employees and HR with alerts when country-specific immigration or tax events are triggered by their travel. The application presents each compliance alert in addition to the WeGO HR portal so that the necessary steps can be taken to remain compliant.

With access to the HR portal, clients are able to view and manage all employees who are using the app - view alerts, trip information and push emergency alerts out to employees in the event of a security concern.

### **Online Enhanced Lump Sum Offering**

Lump sums are a great way to control costs and enhance flexibility. While a one-time cash payment may seem enticing and be relatively easy to administer, these programs often result in very poor transferring employee satisfaction. Most lump sum programs are designed for early career millennials and new hires – often those employees with the least experience moving or managing their own funds. While they may be technology savvy, research confirms what these employees want most is a reliable source of aggregated destination information and trustworthy, responsive help in finding a rental and securing other moving services.

We created Weichert's Lump Sum solution with input from millennials for millennials and built it on the foundation of high-touch, **Legendary Service**. The program includes:

- Personalized Counseling with e-mail, phone and web support.
- Lump Sum disbursement/debit cards and spend coaching.
- Interactive destination search tool and Next Neighborhood information.
- Rental search tools and tips with local expert insights.
- Exclusive discounts.

- Small move and self-move solutions.
- Roommate matching.
- Weichert Vendor Management with vetted suppliers.
- A client dashboard through MyWIN for consolidated reporting and multi-level user roles.

Via our MyWIN portal, our automated lump sum tool provides transferring employees with counseling and coaching to help them understand the available resources, how to spend their funds wisely and to keep the process organized.

### **No Cost Rental Service in the US**

Through our Rental Service partners, the Workforce Mobility Counselor provides the transferring renter with:

- Web-based self-search programs to identify available rentals – condos, apartments, single family homes meeting the renter/family’s financial and social requirements.
- On-line tools and links to educate the renter (lease break, avoiding rental scams, overcoming poor credit, touring checklists, utility connections, etc.).
- Personal telephone assistance (depending on market) by a local rental specialist to assist employee in preparing for his/her own home search trip.
- Abundance of information and links to vetted sites covering neighborhood housing information, local schools, community offerings, crime, business opportunities, to mention just a few.

This program supports the Counselor’s advice and direction, and provides unique value to all renters not eligible for a fee-based service, including recipients of lump sums only and college recruits.

### **More Solutions, More Savings**

With every client engagement, we stand ready to leverage the vast resources and procurement power of the *Weichert Family of Companies* to make your program more successful and your moves more meaningful to your mobile employees. Weichert Companies’ service offerings encompass the entire mobility spectrum (**real estate, mortgage, insurance, corporate housing, property management, household goods, payroll delivery, and more**) to ensure point-to-point efficiency, cost effectiveness, and transparency.

In addition to Weichert Corporate Housing, Weichert Insurance, Weichert Financial and Weichert Realtors, there is Weichert Mobility Tax Services (WMTS). WMTS has been a member of the BDO USA Alliance since its founding in 2015, leveraging the services and expertise of BDO’s international network of firms; WMTS has since grown into a key component of Weichert’s single-source talent mobility solution. In January 2020, WMTS officially combined with accounting and advisory firm BDO USA.

Weichert will retain its unique status as the only relocation management company with an integrated global tax solution for its clients. This combination enables WMTS to continue to meet the growing demand for its fully integrated tax and compliance solutions while offering greater scalability of services. Additionally, within BDO’s expansive global infrastructure, Weichert’s WMTS clients will have access to a broader range of services and a larger pool of global tax professionals and resources. Going forward, clients can continue to rely on the same **Legendary Service** they have come to expect from Weichert for the full suite of tax services delivered to their mobile workforce.

### **Financial Strength**

Our ownership and financial strength are strong differentiators between Weichert and our top competitors. Our strengths include universally funding our clients’ programs based upon their specific needs, and we have no debt.

With our history of profitability and favorable banking relationships, this stability has propelled investments and advancements related:

- To our global footprint; for example, opening operations centers in client-required locations (i.e., China) and acquiring additional centers and resources through our 2018 TheMIGroup acquisition.
- To the technology that we offer our clients; for example, our just-announced multi-million dollar investment in new tech innovations. Weichert sees a new horizon in the mobility industry, where our historical excellence in customer service will be enhanced and heightened by the possibilities and innovation that technology can bring to our clients, relocating employee customers and colleagues. As the lines between a B2B experience and the consumer experience are increasingly blurred, and customers are demanding to have the very best of both, we see opportunity to overachieve. Customer satisfaction is no longer driven simply by the relocation Counselor alone, but also by the suite of tools that our technology can deliver in support of the best experience. Because of this shift, we have begun an \$10 Million digital transformation.
  - **\$10M investment** for continuous improvement of leading edge technology.
  - Built on Salesforce's #1 CRM platform we are putting **customers & clients** at the center of everything we do.
  - Focused on **Artificial intelligence, predictive analytics, and enhanced self service capability** that will leap frog competitor technology platforms.
  - **2021** – Targeted Q1 release for enhanced client, customer and support portals.

Defining and delivering upon the customer experience is at the root of this strategy. By working from the mind-set of the relocating employee and designing all of our systems and processes to their needs, we will optimize both the human and digital experience in mobility. Several themes we are building toward include ease of use, the power of choice, mobile first, accessibility, artificial intelligence, automation and knowledge access. The combination and connection of these foundational building blocks will enable a simplified, personal and engaging experience for years to come.

To summarize, in an industry in which many relocation providers are competent tactical partners, *Weichert elevates the overall value proposition*. Again and again, our differences are validated through independent sources – we are proud to frequently rank #1 in Net Employee and Corporate Manager Satisfaction in surveys conducted by Trippel Survey & Research and to be named **Relocation Management Company of the Year (Americas, EMEA and APAC)** by FEM. We believe these unique attributes highlight our sophistication, combine to positively distinguish Weichert from our competitors, and make us the clear choice for UC.

#### J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Weichert Workforce Mobility Inc. currently does not have (nor has experienced in its history) any pending material litigation that would impact its ability to routinely continue providing services to its more than 750 global corporate clients and their employees. However, Weichert, as a relocation management company, is occasionally named as a party defendant in the form of a claim action brought by the buyer of a Weichert client employee home ( where homesale service program benefits have been authorized by the corporate client), seeking monetary damages from Weichert to pay for the cost of remedying post-closing property conditions that the buyer believes had not been duly disclosed (or had been improperly concealed) by Weichert and/or by the home's original employee owner. In such cases, unless there has been shown negligent or other actionable misconduct on the part of Weichert or its agents or subcontractors, Weichert is able per long-established relocation industry practice, to obtain contractual indemnification protection from its corporate clients to facilitate cost-effective resolution as to any such claims or disputes.

Weichert has never filed for bankruptcy. Given our superior financial condition and credit rating, Weichert is justifiably proud of our ability to competitively fund our clients. Weichert funds more than \$3 billion dollars for our clients annually and has a \$140 million line of credit provided through Bank of America – ensuring a reliable source of financing and competitive interest rates for our credit-worthy clients.

K. Felony Conviction Notice: Indicate if the supplier

- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Since our inception, we have remained an autonomous Subchapter-S corporation, under the consistent ownership of James Weichert. We are part of the Weichert Family of Companies, a complementary group of privately held, independently operated businesses in real estate, financial services, and relocation, offering our clients integrated, right-sized solutions that reduce program costs while mitigating risk. James Weichert has never been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Weichert Workforce Mobility Inc. currently does not have (nor has experienced in its history) any debarment or suspension actions taken against the company.

### 3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Weichert provides all aspects of the move management process: contract negotiation, bidding, estimating, scheduling, packing, shipping, unpacking, storage, third party servicing, tracking and reporting, invoicing audit, and claims management. Service includes advice and counseling to the employee in preparation for the move, selection of the appropriate moving company or freight forwarder, and booking of the move to meet the employee's desired schedule. Weichert maintains and negotiates contracts with partners, monitors and evaluates each move, disburses all related expenses, audits bills, and assists employees in the speedy settlement of any claims. Client-preferred suppliers may also be added to the roster and evaluated according to Weichert standards.

We have collaborated with selected firms to create our Weichert Move Network (WMN) – an integrated move management and transportation solution for our clients, covering all aspects of the move process. The WMN is comprised of carefully selected carriers and third-party specialty suppliers selected, trained, and managed by Weichert to deliver Legendary Service. Members of our network are qualified and selected based on a formal

RFP process including the following criteria: strategic and cultural alignment; competency by country and/or region; strong service and quality standards; FIDI Member; FAIM Certified; ISO Certified; demonstrated performance management orientation; and financial stability and risk assessment level. Our network is currently made up of domestic and international carriers with combined resources of over 14,000 vehicles and 1,215 locations worldwide.

Weichert's core and only business is workforce mobility management. We offer a broad portfolio of solutions (domestic, international, and assignment management), extensive global resources and truly integrated technology. Because we've remained an independent organization since our inception, we can offer flexibility, scalability and a distinctly personalized service style that simply can't be found anywhere else. The services listed below can be strategically deployed in any combination to create the right solution to meet UC's evolving program needs.

### **DOMESTIC SERVICES**

- Policy Counseling
- VIP Support

### **Departure Services**

- Home Marketing Assistance
- Home Sale Services (GBO / AV / BVO / Inventory Management)
- Household Goods Management
- Property and Tenancy Management

### **Destination Services**

- Home Search Assistance
- Mortgage Services
- Rental Finding Assistance
- Temporary Living

### **Financial Services**

- Cost estimates
- Cost-of-Living Analyses
- Lump Sum Administration
- Expense Management
- Gross-up Processing
- Payroll and Tax Services

### **INTERNATIONAL RELOCATION / ASSIGNMENT MANAGEMENT SERVICES**

#### **Candidate Selection/Pre-Assignment Services**

- Multi-year Cost Projection
- Assignment Letter Preparation
- Candidate Assessment

#### **Transitional and Logistical Support**

- Policy Counseling
- Visa/Immigration
- Home Sale Service

- Property Management
- Pet Services
- Temporary Living
- Tax Coordination
- Household Goods Transportation
- Spousal Assistance
- Language Training
- Cultural Training
- Expense Management
- Airport Meet & Greet
- Tenancy Management
- Rental Furniture
- Look/See Trip
- Home search
- School search

### **Compensation Services**

- International Expense Management
- Balance Sheet Preparation
- Home/Host Payroll
- Shadow Payroll Reporting
- Compensation Collection and Reporting

### **Tax Services**

- Standard Hypothetical Tax Calculation
- Outbound Certificate of Coverage Application
- Gross-up Processing
- Tax Equalization Management
- Hypo-Tax Calculations

### **Full-Service Expatriate Tax Services (Through BDO Alliance)**

- Preparation of Home and Host Country Tax Returns (Globally)
- Certificate of Coverage Applications (Globally)
- Tax Equalization Calculations
- Tax Planning for New Assignments and Extensions of Existing Assignments
- Customized Hypo-Tax Calculations
- US Domestic Relocation Tax Preparation and Tax Briefings
- Arrival & Departure Forms and Filings (i.e. Form 673, W4)
- Ability to run Actual Payrolls and Shadow Payrolls
- Global Equity Tracking, Withholding, Reporting, and Planning

### **ADDITIONAL SERVICES**

#### **Advisory Services**

- Policy Design & Development
- Tax Policy Consulting
- Benchmarking
- Policy Counseling



- Surveys & Research
- Pre-Decision Services

### Supplier Management

- Selection
- Performance Monitoring
- Quality assurance
- Cost Analysis

### Technology

- MyWIN
- Ad-hoc / Custom Reporting
- Customizable Dashboards

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Weichert provides all aspects of the move management process: contract negotiation, bidding, estimating, scheduling, packing, shipping, unpacking, storage, third party servicing, tracking and reporting, invoicing audit, and claims management. Service includes advice and counseling to the employee in preparation for the move, selection of the appropriate moving company or freight forwarder, and booking of the move to meet the employee’s desired schedule. Weichert maintains and negotiates contracts with partners, monitors and evaluates each move, disburses all related expenses, audits bills, and assists employees in the speedy settlement of any claims. Client-preferred suppliers may also be added to the roster and evaluated according to Weichert standards.

We have collaborated with selected firms to create our Weichert Move Network (WMN) – an integrated move management and transportation solution for our clients, covering all aspects of the move process. The WMN is comprised of carefully selected carriers and third-party specialty suppliers selected, trained, and managed by Weichert to deliver Legendary Service. Members of our network are qualified and selected based on a formal RFP process including the following criteria: strategic and cultural alignment; competency by country and/or region; strong service and quality standards; FIDI Member; FAIM Certified; ISO Certified; demonstrated performance management orientation; and financial stability and risk assessment level. Our network is currently made up of domestic and international carriers with combined resources of over 14,000 vehicles and 1,215 locations worldwide.

**While our affiliations streamline the process, offer aggressive pricing discounts, and provide a customer experience “All Under One Roof”, we do not mandate usage.**

Weichert Move Network Domestic North America Partners:

- Atlas Van Lines (Ace Relocation, Alexanders, Collins Brothers, Golden, Imlach, Nelson Westerberg, North Lake, and Wm Duggan)
- Atlas Van Lines Canada (Kings Transfer, AMJ)
- Joyce Van Lines
- Mayflower Van Lines (Daryl Flood)

- North American Van Lines (Beltmann)
- United Van Lines (Hilddrup, Suddath)
- United Van Lines Canada (Armstrong Moving)
- Wheaton Van Lines (Arpin)

In addition to our own forwarding operation, our global panel of partners include the following, among many:

- |                           |                          |                                    |
|---------------------------|--------------------------|------------------------------------|
| • AGS                     | • Granero Moving         | • Teamwork                         |
| • AMJ International       | • Harsch                 | • Trafimar                         |
| • APA Worldwide           | • Hasenkamp              | • Transcontainer                   |
| • Armstrong International | • Hertling               | • Transportes Fink                 |
| • Arpin International     | • Interem                | • TWW                              |
| • Asian Tigers Mobility   | • International Packers  | • Unipack                          |
| • Aviomar                 | • IWM                    | • Universal Cargo                  |
| • Cadogan Tate Ltd        | • Lift Van International | • Venezuelan International Packers |
| • Champion International  | • Movers International   | • Voerman                          |
| • Class                   | • Mudanzas Venezuela     | • Ward                             |
| • De'Haan                 | • Mudanzas Costa Rica    | • Welti-Furrer                     |
| • Delahaye                | • Nuss Relocations       |                                    |
| • DT Moving (Gosselin)    | • Oman                   |                                    |
| • Elite Moving Systems    | • Paxton International   |                                    |
| • G-Inter                 | • Portan                 |                                    |
| • Global Transportes      | • Security International |                                    |

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Our Global Supply Chain group ensures that we can offer the most competitive pricing by leveraging the collective volume of our entire base so that all clients benefit.

- We require that suppliers apply **no up-charge on their costs**, and we strive to use a limited number of suppliers within each category to allow for discount pricing in a win-win environment.
- We have teamed with several of our supplier groups to **staff on-site within Weichert service centers**, in close proximity to our service teams for improved processing time (quicker responses) and a more immediate and complete awareness of our clients' changing needs.
- We **review pricing** for all of our major supplier categories on an **annual basis**. Although we typically enter three-year contracts with our supplier partners, all such contracts have cancellation clauses with thirty (30) days' notice – so there is no cause needed to exercise any of our cancellation clauses in the event that a partner is a bad fit or unable to deliver on service level requirements.
- Our **master agreements with major supplier partners** prevent cost escalations for the term of the agreement, and our formal RFP process ensures pricing and terms remain both cost-competitive and current with regard to enhanced service offerings.

Weichert's strategy to aggregate volume with a limited number of suppliers enables us to deliver superior value in terms of quality and cost effectiveness. Where possible, the greatest value proposition is achieved by single sourcing services. Two examples of this single sourcing are the relationships we have with Fragomen (for Visa and Immigration services) and with Fidelity Inspections & Consulting (for real estate inspections).

In other cases, it is not practical or advisable to single source. An example of this is in the area of Household Goods Carriers. Because of our volume and because of the seasonal nature of the business, Weichert has a number of strategic partners to handle household goods transportation needs. These carriers were selected based on their ability to cover the entire world while offering strengths that complement one another. The business is then allocated based on set volume agreements with consideration given to the strengths of each partner; individual assignments are made according to the timing, equipment, and service needs of the relocating employee. For international shipments, we obtain bids from a minimum of two different forwarders to ensure the best price for the best service on each shipment, and award moves based on cost, transit time, and assignee feedback. Our global bidding process has consistently saved clients an average of \$2,200 per move, on international transportation spend.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Depending on the details of a particular shipment, additional service partners may be in contact with a customer during their move. Auto shipments or appliance servicing as examples are handled by other WMN partners. In the event an automobile needs to be shipped, Weichert will assign either Auto Relocation Plus or Reindeer Auto Transport to assist in the movement of the auto. We do this to ensure year round capacity, improve transit times, and provide a better service experience to our customers. Likewise if a shipment includes appliances or specialty crating, Weichert partners with Executive Mover Services to perform these specialty services on-site for our customers.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Combined, our network consists of over 525 locations in all fifty states, 2100 tractors, 3400 trailers, and over 17M square feet of storage capacity in the US alone. This does not include other affiliated agents within an individual van line which could be used in a back-up capacity role.

### 3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the **Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:**

As a 14 year partner of OMNIA Partners (Corporate United), Weichert has established a dedicated Customer Segment (Business Unit) to service the GPO market through OMNIA Partners. This segment is 100% dedicated to serve OMNIA and their members. Since 2006, Weichert and OMNIA(CU) have built a successful business generating almost \$2 million dollars for OMNIA annually through the private sector members. With this unique

experience with not only the GPO concept, but with OMNIA Partners specifically, Weichert will expand on our existing structure and sales strategy to incorporate the public sector. We will also tap into our extensive experience with selling to and servicing federal agencies through our sister company, Allegiance Government Mobility.

i. **Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

As an existing, long term partner of OMNIA Partners, Weichert has already established Executive Leadership endorsement. Engagement and endorsement of our alliance with OMNIA Partners begin with our owner, Jim Weichert, and includes Aram Minnetian, COO Weichert Companies, Dave Bencivengo, President Weichert Workforce Mobility, Mark Bennett, Executive Vice President, Global Solutions and John Bartoloni, Senior Vice President, GPO Lead. Our commitment to the GPO segment, and particularly OMNIA Partners, is unprecedented in the mobility industry.

ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days**

Our sales strategy will be led by John Bartoloni, SVP, GPO Lead in conjunction with Jim Schneider, EVP Global Sales. Both senior executives are familiar with the GPO value proposition and sales structure and have been involved with implementing and executing the GPO sales strategy between Weichert and OMNIA Partners (CU) since 2006.

Weichert has a global sales team made up of regional Vice Presidents of Business Development (VBD). We have chosen 3 of our top sales professional across the US and provided them specific and extensive training of the GPO value proposition and Weichert's go to market strategy for OMNIA Partners. The US has been divided into 3 regions, West, Central and East, and an experienced VBD has been assigned the responsibility to grow the Weichert OMNIA business in each region. This regional approach allows:

- the VBD to build a relationship with the OMNIA MDs and RDs in their region
- intimately knows and understands the opportunities in their region
- Lives in region
- Minimum of 10 years of successful sales in the mobility industry

Additional training will be provided to the Weichert sales staff, in conjunction with joint training with the OMNIA Public sales team, via a series of virtual training sessions. This training will include:

- Introduction to the OMNIA Public sector
- Overview of the OMNIA public sales structure and go to market strategy
- Weichert's OMNIA Partners value proposition and the benefits of utilizing an MSA through OMNIA Partners for public agencies
- Key features of the Master Agreement
- Training on the appropriate solicitation process
- Territory review of public opportunities
- Territorial strategy development
- Extensive marketing campaign to kick-start the engagement
  - Adds in publications
  - White paper and case studies development

- o Introduction webinar
- o Ongoing webinar series

We feel that with our extensive experience with OMNIA Partners, as well as our experience with marketing to and servicing federal agencies, we have a jump start to a successful kick-off and growth with the OMNIA Partner's Public sector.

- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, Master Agreement details and contact information published on the **Supplier's website within first 90 days**
  - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-**based homepage on Supplier's website** with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;

- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- **Electronic link to OMNIA Partners' website including the online registration page;**
- A dedicated toll-free number and email address for OMNIA Partners

With over 50 years of industry experience and nearly a decade and a half of mutually successful partnership with OMNIA Partners (starting with Corporate United in 2006) during which we were twice named Supplier of the Year, Weichert Workforce Mobility is uniquely positioned to develop this solution and bring it to market.

If awarded this business, our 90-day plan will cover all areas of marketing the solution in a seamlessly phased rollout. Based upon our previous experience and leveraging much of the work already completed in these efforts with OMNIA's Private Sector offering, our proposed 90-day plan is as follows.

**Within the first seven days** our immediate actions will include:

- The development and distribution of a co-branded press release to all appropriate channels
- The creation of a dedicated, co-branded website which would host all the required materials (announcement, master agreement, RFP and other details). While seven days may seem like a very short time in which to develop a website, it is important to note that we would be able to greatly leverage the work done to create the existing OMNIA-Weichert Private Client site, links and collateral towards a very rapid execution in this effort.
- We will also work with OMNIA to develop a first salvo of collateral to go to market, including but not limited to one-page product descriptions, promotional digi-booklets and presentation slides. A sample of collateral produced in promotion of our relationship with OMNIA Private Sector is included as **Exhibit A\_OMNIA Fold Out**.

**Within the first 14 days** we will:

- Broadcast messaging across our various social media channels, including LinkedIn, Twitter, Facebook, YouTube and Instagram. This messaging will include details on the product and a call to action to draw leads.

**Within the first thirty days we will:**

- Work with subject matter experts (SMEs) from OMNIA and UC to develop knowledge-sharing content for distribution on Weichert’s and OMNIA’s marketing channels. This content can include blog posts, interviews and/or Q&A regarding the new product. Samples of blog posts published by Omnia Partners, Private Sector on Twitter and the OMNIA Partners website are included here for your reference.



*Tweet with link to video*



- Invite SMEs from OMNIA and USC to be interviewed on our podcast, which will be distributed through all social channels.
- Develop a full sales presentation for use in promoting this solution (in person and electronically).
- Create print and banner advertising for publication in relocation/HR trade magazines and websites. Ads will also be developed for use in appropriate higher education and procurement channels. Online ads will include a CTA for download of collateral and capture of leads.

**Within the first 60 days we will:**

- Identify and secure opportunities for OMNIA/USC SMEs to address Weichert colleagues and participate in regional Weichert-sponsored roundtables with clients and prospects to raise awareness of the new service.
- Invite OMNIA/USC to speak at Weichert’s annual client summit, which brings together our top 50 clients and key prospects.
- We will commit to participating at the NIGP Annual Forum—and fully promoting our participation—as well as continuing our longstanding participation in, and promotion and sponsorship of OMNIA Partners annual Connections conferences.

Since 2006 we have attended and sponsored OMNIA Partners conferences as well as other procurement industry events in which OMNIA Partners has participated. We have also lent our subject matter expertise through speaking engagements at these events.

We are excited at the prospect of expanding our support to OMNIA Partners Private Sector and USC in your industry events as well.



*Facebook Post Promoting the 2019 OMNIA Partners Connections Conference*

- We will also begin the development of an article for placement in an industry trade/website and a whitepaper promoting the benefits of the OMNIA Partners Private Sector-USC-Weichert solution.

**Within the first 90 days we will:**

- Compile current client testimonials and case studies to promote the success of our program.
- Seek opportunities to enter Weichert/OMNIA/USC to contend for any applicable industry awards to further raise brand visibility.

**Beyond the first 90 days:**

Like any relationship we understand the need to continue to work on our client relationships in order to ensure their mutual success and enrichment. Therefore, on an ongoing basis beyond the initial 90 days, we will commit to monthly (at minimum) posts on our blog and social media alerts and quarterly podcasts.

We will also continue to refine and enhance messaging to ensure continuous peak interest by potential member organizations in the solution.



- C. Describe how Supplier will transition any existing **Public Agency customers' accounts to the Master Agreement** available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

**Currently, Weichert Workforce Mobility only has engagements with companies in the private sector.**

- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

**Weichert acknowledges this agreement.**

- E. **Confirm Supplier will be proactive in direct sales of Supplier's** goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales **materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should** communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

**Confirmed by Weichert.**

- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Confirmed by Weichert.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

John Bartoloni, Senior Vice President, GPO Segment, jbartoloni@weichertwm.com, 952-847-3367

ii. Marketing

Tim McCarney, Vice President, Marketing, tmccarney@weichertwm.com, 781-982-5026

iii. Sales

Jim Schneider, Executive Vice President, Global Sales, jschneider@weichertwm.com, 203-254-3046

iv. Sales Support

Phyllis Reilly, Vice President, preilly@weichertwm.com, 908-781-5210

v. Financial Reporting

AJ Pilato, Senior Vice President, Financial Services and Accounting, apilato@weichertwm.com, 973-630-5261

vi. Accounts Payable

AJ Pilato, Senior Vice President, Financial Services and Accounting, apilato@weichertwm.com, 973-630-5261

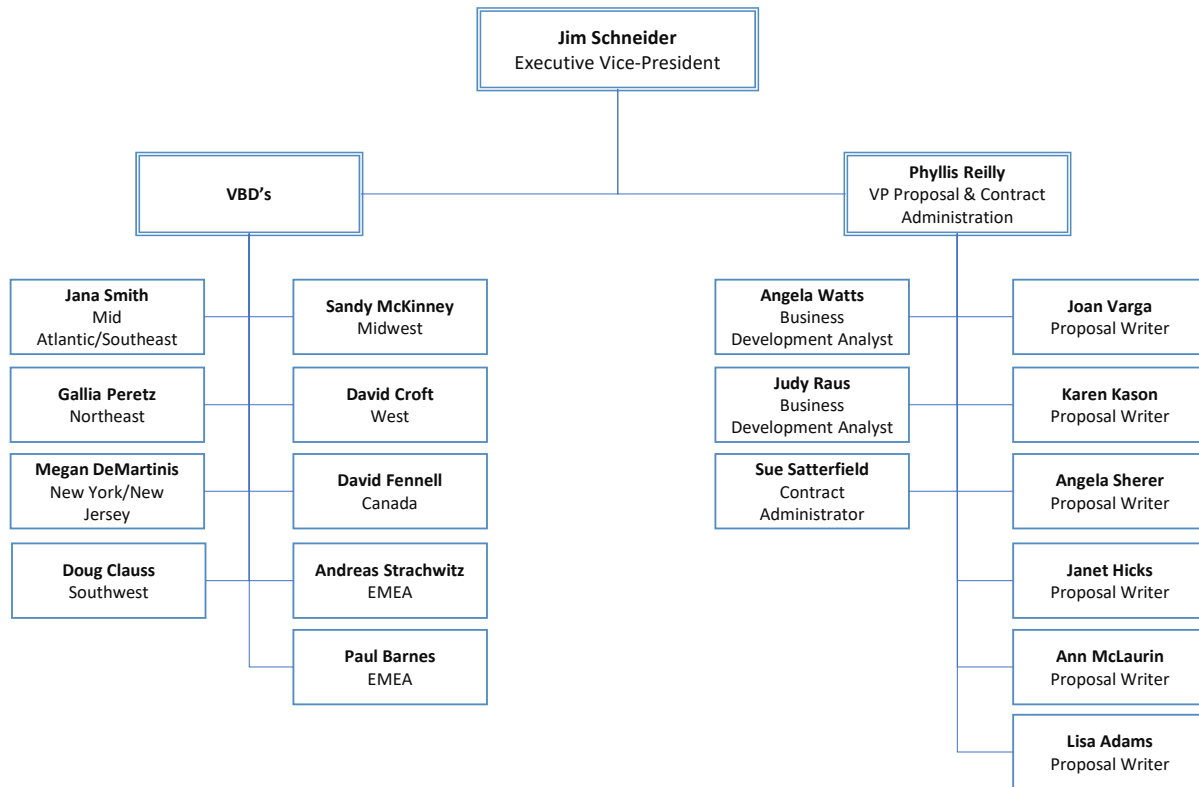
vii. Contracts

Stephen S. Jones Esq., Executive Vice President, General Counsel and Compliance, 973-656-3352, sjones@weichertwm.com

H. **Describe in detail how Supplier's national sales force is structured**, including contact information for the highest-level executive in charge of the sales team.

Jim Schneider, Executive Vice President, Global Sales, jschneider@weichertwm.com, 203-254-3046

Jim Schneider leads global sales for Weichert Workforce Mobility (WWM) and works in conjunction with John Bartoloni, SVP GPO Segment, in the sales strategy and structure for the OMNIA business segment. WWM sales is structured on a regional approach with each region assigned to a Vice President of Business Development (VBD). Each VBD is responsible for full territory development and management. They are responsible to intimately know and oversee their territory and develop revenue opportunities for WWM. Today, this includes OMNIA Partner's opportunities in the public sector.



I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Once an agreement is in place, John Bartoloni SVP GPO Segment and Jim Schneider, EVP Global sales will work with OMNIA Partners to develop a national sales strategy. This strategy includes, but is not limited to:

- Contract terms and conditions.
- Territory identification.
- Prospect identifications - it is important to understand OMNIA Partner's public membership base and set targets within that base. Non-OMNIA Partners members will be identified as top targets that have a need for mobility services, including HHG, Homesale, Temporary Living accommodations, etc.
- Training will be provided to all Weichert VBDs and will work with each to develop territory strategies.
- Introductions will be made between the VBDs and the OMNIA Partners team responsible for each region.
- Ongoing monthly calls will be conducted per territory to continue and refine strategy, discuss specific prospects and to move forward with ongoing pursuits.

Weichert provides a unique service model for both UC and other agencies that will utilize this Master Service Agreement. Our models include:

- Choice of van lines and agencies
  - Weichert's move network includes several agents from Atlas Van Lines, United Van Lines, North American and Mayflower along with independent agent options including Arpin, Joyce, etc.
- Regional expertise to provide a national coverage
  - Weichert's network consist of some of the largest and best performing van line agents. This network allows Weichert to provide regional expertise to our clients along with unmatched capacity that an individual van line or agent cannot offer
- Single point of contact for initiation, billing, performance, reporting, escalations
  - Weichert provides clients/agencies a single point of initiation for all moves. Instead of selecting multiple providers, Weichert becomes your single provider and through our network, provides up to eight options spanning different Van Lines and agents. Weichert is responsible for the performance of the mover and will manager all aspects of every move on behalf of the agency/client.
- Independence and accountability
  - Weichert is not a van line agent. We maintain our independence and have built a moving network with a variety of brands and sizes to provide our clients/agencies with a moving network that meets their individual needs. This independence and accountability provide our clients with the comfort of knowing that their needs will be taken care of without forcing a brand or agent into a situation that may not be to your employee's best interest.
- Audits
  - Weichert provides an audit of bills to ensure compliance to tariffs, contract terms, estimates, surcharges and accuracy. This independent audit is not available to clients who go direct to the van line unless additional fees are paid.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Weichert's overall OMNIA Partners strategy is will be led by John Bartoloni, SVP GPO Segment. His responsibility will include the development of our overall strategy for the OMNIA Partners' public sector, including sales, marketing, contract and implementation.

**Ongoing coordination of marketing and sales:** As outlined in this document, the SVP of GPO Segment will work closely with the EVP of Global Sales on all OMNIA sales strategies and efforts. In addition, he will work with the VP of Marketing to expand our current OMNIA Partners marketing efforts to include specific marketing for the public sector.

**Account set-up:** Weichert has a dedicated implementation team ready to provide timely and accurate set up for new agencies joining the category. This team is led by the VP of Implementation and Change Management. This team has developed a time tested implementation process that will coordinate all aspects of a detailed new client set-up. They have implemented thousands of new clients into our Weichert system and processes with speed and accuracy.

**Contract administration:** The assigned VBD will initiate contracts for new agency clients through our standard contracting process. Weichert has a team of contract administrators familiar with all aspects of mobility contracting and report into our EVP and General Counsel. We work to streamline our contracting process to allow quick implementation of new clients and revenue flow.

- J. **State the amount of Supplier's Public Agency sales for the previous fiscal year.** Provide a list of **Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year** along with a key contact for each.

Weichert has no public agency as a current client. We have been able to grow our business with OMNIA's private sector to over 12 million dollars annually.

- K. **Describe Supplier's information systems capabilities and limitations regarding order management** through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Weichert employs a customized and enhanced version of the Servicing relocation management system, which we call Weichert Info Net (WIN). WIN manages the entire lifecycle of an assignment or relocation according to client specifications, including service workflow, relocation policies, expense management, invoicing, etc. Our platform is fully integrated - centralizing domestic, international, financial, and compensation modules.

Client, assignee/employee, and supplier access is provided through our MyWIN web portal / mobile, developed in-house as a platform to deliver a focused, customizable experience to users. Although hosted as a separate site, MyWIN is integrated with Servicing, sharing the same underlying technologies, common code, and database within WIN. This means that updates in our platform are immediately reflected in MyWIN without delay.

Weichert's MyWIN (Weichert Info Network), automates the entire relocation / assignment management lifecycle into a single portal providing the necessary data needed to manage and report on a globally diverse workforce from anywhere in the world.

MyWIN enables our colleagues, suppliers, clients, and their assignees to access truly real time data from anywhere Internet access is available. Our technology is positioned to be an enabler, not a hindrance, and to complement our outstanding counselling and account management delivery model.

The software application is an internally developed client and assignee facing website branded "MyWIN" (My Weichert Info Network). MyWIN is the access point to our relocation management system, "WIN" (the "Weichert Information Network"), for all user types. It will redefine the way you manage your mobile workforce, offering unmatched capabilities and the industry's most advanced reporting engine – all available 24/7/365. The system is designed to recognize users through a simple two-step authentication process. Custom home pages and links to specific utilities and data content are made available based on user type: client, transferee, supplier, and Weichert colleague. WIN enables custom program administration, best practices, and state-of-the-art business processes.

### **An Automated Workflow**

MyWIN is workflow driven, ensuring a consistently high standard of service delivery and the transparency of relocating employee status. MyWIN tracks all tasks according to the type of services authorized and includes a task system and calendar system that prompts Weichert mobility professionals across all disciplines to perform critical functions at the appropriate times. We require our suppliers to adopt our business processes and integrate their systems with our MyWIN web portal, so that our supplier partners can participate and communicate electronically at each stage of the mobility process as well.

Through the client portal in MyWIN, UC-approved authorizers can access a custom initiation form online. The form will be designed to meet your requirements (i.e., it can be designed to include a multi-step approval process – or it can be a direct submission to your Weichert team). The form will include any identification codes (employee number, department, etc.) required by UC. We can also integrate access to the initiation form to your intranet to

allow access to the functionality without leaving your system environment. Further, exception management, payroll reporting, and invoicing can be integrated into automated workflows. Ultimately, the use of automated workflows allows us to control the processes and ensure data integrity, while improving on efficiency and decreasing the administrative cost to do so.

### **Robust Reporting Platform**

MyWIN is a fully integrated, flexible solution empowering users with innovative functionality, resources, and information to improve the mobility experience. MyWIN delivers transparency into every aspect of your program – consolidating key information about your mobile workforce in one place, while delivering the insight needed to analyze costs, plan budgets, and track assignees' progress.

Reporting is greatly improved because everyone has access to the same data in a real time environment. Our system has tremendous flexibility. MyWIN's reporting engine creates flexible, feature-rich, high fidelity reports that facilitate tracking any aspect of your program, within parameters that you select and, in several formats, including (but not limited to) PDF, Word, Excel, and right or plain text.

Anything captured in the system can be reported, and UC may view their account performance in a visual format. Our Client Management Reporting summarizes the most significant aspects of your program and our performance against key indicators – becoming, in effect, a living Client Scorecard (SLA) for UC Filters can be applied to limit real-time results on timeframe, policy type, division, move type, specific employees, and more.

### **Capabilities**

Weichert can interface electronically with UC's compensation / payroll and other financial systems. We have established electronic interfaces with most of the systems used by the Fortune 1000, including PeopleSoft, Ceridian, Pro Business, ADP, SAP, Oracle, etc. We also have extensive experience exchanging data with clients in different functional capacities. Files are transferred through encrypted text files on Weichert's FTP server; the most prevalent file transfer protocols include Excel, SOAP, XML, ASCII, Flat Files, Physical Files and PDFs. We are also capable of utilizing electronic data interchange (EDI) to achieve electronic data transfers between our accounts payable and our clients' accounts receivable programs.

Weichert currently operates many complex engagements that include reporting to multiple payrolls, reporting on different schedules, and managing varying tax treatments. We provide secure connections to a client's payroll system along with interfaces to accounts payable and accounts receivables programs. There are at least two major clients (both domestic and international services provided) whereby Weichert has direct access to their HR system or actual employee database.

Weichert has worked with multiple general ledger and payroll systems as well as programmed numerous custom feeds. Weichert's implementation team has extensive experience in mapping and creating custom invoicing, reporting and tax gross-up applications; they have years of experience in financial systems and tax, as well as all areas of relocation and assignment management. There are no costs associated with developing custom integrations.

### **MyWIN for Transferees**

MyWIN provides a real-time process timeline that tracks the progress of the assignee's relocation from departure and household goods shipment to successful acclimation in the destination location. Policy information is presented dynamically depending upon services authorized by your company, such as:

- Destination Services – All details regarding home finding (as well as searchable community/neighborhood data).

- Visa and Immigration – All related costs covered, such as passports, visas and residence permits, including translation, notarization, and photos.
- Spousal Assistance – Service duration and assistance provided to the employee’s spouse (e.g., employment search, etc.).
- Cross Cultural Training –Service duration and assistance covered, including services for employee, partner, and children.
- Other features of the Employee Home Page may include (dependent on authorized services):
- Moving Data – Assignees can track the shipment of their household goods from pick-up to delivery. Valuable information is also included to help them survey and pack their possessions, and (where applicable) prepare items for storage.
- Expenses – Overview of all relocation-related expenses including electronic submission forms and receipt logging/tracking or submitted reimbursement requests.
- Home Sale View – All details pertaining to the sale of the employee’s home, including pre-marketing activities, broker market analysis, appraisals, title and inspection, listing and contract information (data may vary based on home sale benefits program), as appropriate.
- Research Destination Communities – Assignees can search area schools, recreation facilities, amenities, housing costs, and more through a link to World Trade Resource (International), Next Neighborhood (US), or Welcome Home (Canada). These sites are a valuable online resource offering instant access to the widest range of location-specific information available anywhere.

### **Weichert Global Organizer Tool**

Our Global Organizer / Global Tracker tool, called WeGO, assists clients in tracking and communicating with their business traveler and international assignee populations. The tool provides your business travelers with a smartphone application where they can easily record their business travel while taking a trip; the application can use the phone’s GPS signal to quickly record their location with just a tap, or the employee can opt for manual entry within the application. For a demonstration of this tool, please go to: <https://youtu.be/lldl4DkKm60>

As compliance is a key driver for global companies, the tool provides mobile employees and HR with alerts when country-specific immigration or tax events are triggered by their travel. Each compliance alert is presented on the application and in the Weichert GO HR portal so that the necessary steps can be taken to remain compliant.

Client contacts are given access to the HR portal, which allows them to view and manage all employees who are using the application. From the HR portal, you can view alerts and trip information, download trips, and push emergency alerts out to your employees in the event of a security concern.

### **MyWIN for Clients**

The Client Portal in MyWIN will offer UC transparency into every aspect of your program, providing the insight needed to analyze costs, plan budgets, and track relocating employees’ progress. From your MyWIN client homepage, you can track a wide range of services and access many features and tools:

- Initiate employees into the relocation program.
- Establish service and benefit eligibilities.
- Monitor budgets on every move, based on customized budget parameters set up during implementation.
- Access automated budget vs. actual reports.
- Review Counselor notes regarding progress and interaction with relocating employees and suppliers.
- View relocating employee profile information.
- Run reports (including standard and customized reports) in real-time and sorted by elements such as division, department, cost center, and/or active, closed, cancelled or completed status.

- Manage exceptions.

Data is captured in real time, so status information is always current. The system’s intuitive interface makes it simple to view key data points related to complementary functions without executing a report. For example, exceptions data is accessible within the exception management screen; drill-down capabilities enable users to view transactional detail in invoice screens, etc.

Specific features that UC may find compelling include:

**Client Dashboard** – a live snapshot of key performance indicators that drive informed decision-making and briefings to upper management, helping to identify trends. Tracked statistics include associate lifecycle, total activity, total spend/cost, equity, etc.

**Scorecard KPI** – charts Weichert’s performance against financial, service, and quality goals mutually agreed between Weichert and UC.

**Program Metrics** – a detailed view of your program including demographics such as volume, spend per move, and assignee satisfaction metrics.

**Policy Library** – a valuable tool for viewing and editing policies in real time, ensuring that the most current version is always accessible and removing dependence on IT or other departments to upload critical documents.

**Invoices** – a comprehensive list of all transactions, billed and unbilled, for review and analysis.

**Reports** – access to Weichert’s standard report library and custom reporting engine.

**Employee View** – access to all of your initiated relocating employees’ critical documents, so you know exactly where they stand in the process and can engage in more meaningful discussions.

**Live Notes** – a forum for searching questions and answers regarding any associate or element of your program.

**Exception Management** – all exceptions are tracked whether they are approved or denied, and tracked data includes expense type; dates of requests/approvals/denials; the dollar amount or days in excess of program requirements; the approver or denier; and any comments associated with the process. This information, including usage percentages for relocation provisions, provides support for future policy changes. Having hard cost data in support of proposed policy changes is essential in good decision making in light of your cost and service objectives. This data can also be incorporated into reporting using our powerful custom report writer.

**Research and Insights** – the latest news, whitepapers, blog posts, and industry studies from Weichert’s subject matter experts.

- L. Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three **years of the Master Agreement (“Guaranteed Contract Sales”)**.

\$\_\_NA\_\_\_\_.00 in year one

\$\_\_NA \_\_\_\_ .00 in year two

\$\_\_ NA \_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.



Weichert is unable to guarantee minimum contract sales. We are proposing to pay OMNIA Partners an admin fee of 50% of our revenue generated from each household goods move and 6% of revenue generated from all other mobility services. Without knowing the total opportunity or sales success rates, we are unable to guarantee a minimum sales/payment.

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
  - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
  - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
  - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

**Detail Supplier’s strategies under these options when responding to a solicitation.**

Weichert will always lead with the OMNIA Master Agreement for all public agencies, whether the opportunity is presented through OMNIA Partners or directly to Weichert by the agency. This will be our primary public agency strategy. OMNIA Partners pricing will not be available to any agency unless they engage with Weichert through OMNIA Partners under our Master Services Agreement.



Propelling Mobility

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1. Introduction paragraph amended to read to clarify OMNIA Partners' entities : THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector **by itself and on behalf of its subsidiaries and affiliates**, (collectively, "**OMNIA Partners**"), and \_\_\_\_\_ ("**Supplier**").
  2. Recitals amended to read for clarity: ".....incorporated herein by reference as though fully set forth herein, for the purchase of **the services, as authorized by the Principal Procurement Agency and as are more particularly described in the Exhibits attached hereto and incorporated herein by reference.** (the "**Product Services**");"
  3. The term "Products" has been replaced with "Services" throughout to best suit the engagement.
  4. Section 7 amended to read for mutual benefit: WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. ~~OMNIA PARTNERS~~ **NEITHER PARTY** SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF ~~OMNIA PARTNERS~~ **EITHER PARTY** IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  5. Section 11 amended as the majority of the purchase amount is comprised of reimbursable expenses/Direct Costs and cannot be considered part of such Administrative Fee:

"**Administrative Fee**" shall be defined and due to OMNIA Partners from Supplier as follows: ~~in the amount of \_\_\_ percent (\_\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.~~

- a. In consideration for the administrative and other services performed by OMNIA in connection with purchases of Products/Services by its Members, Supplier shall pay administrative fees to OMNIA ("**Administrative Fees**") for any and all purchases by Members (as determined by the parties pursuant to Section 1(b) below), of Products/Services from Supplier ("Program Spend") and regardless of whether such purchases are made directly from Supplier or through a distributor. Unless otherwise set forth on Exhibit B, the Administrative Fee shall be determined by multiplying the Administrative Fee percentage stated in Exhibit B attached hereto by the dollar amount of all Program Spend. For purposes of this Agreement, "Products/Services" shall mean all products and/or services that a Participating Member purchases from Supplier, including but not limited to those Products/Services set forth on Schedule A to the Master Purchasing Agreement. The transmission of Administrative Fees from Supplier to OMNIA shall not be interpreted as compensation for earned incentives or rebates. Supplier further agrees that it will not reduce or withhold or limit in any manner any Administrative Fee or Earned Incentive (as defined below) earned by OMNIA or its Participating Members for purchases made by OMNIA's Participating Members for any reason. This paragraph does not limit Supplier's ability or authority to take other appropriate actions that it deems necessary with respect to any Participating Member in order to protect Supplier's legal rights to enforce payment or any other terms and conditions of this Agreement or the Master Purchasing Agreement.
  - b. Upon the request of any Member to participate in the Program as set forth in the Master Purchasing Agreement, OMNIA and Supplier shall work together in good faith to place the Member in the Program so that such Member shall become a "Participating Member" for purposes of this Agreement and the Master Purchasing Agreement. To the extent the parties are unable to agree that any such Member will join the Program, then any such Member shall not be considered a "Participating Member" for purposes of this Agreement and the Master Purchasing Agreement and any purchases by such Member from Supplier shall not be counted for purposes of calculating "Program Spend" under this Agreement. If, after a Member has become a Participating Member under this Agreement, Supplier has a documented basis to believe that a Participating Member is a member of another group purchasing organization and such Participating Member is purchasing the Products/Services from such other group purchasing organization's contract with Supplier, it shall promptly notify OMNIA, which will coordinate with Supplier and Participating Member to resolve any such discrepancy.
  - c. For the sake of clarification, it is specifically acknowledged and agreed by the parties that Supplier shall not be obligated to include, for the purposes of calculating Program Spend and related Administrative Fees, any "Fixed Fee Home Sale Program" service fee revenues (as described in Exhibit B attached here to below) as may be earned by Supplier pursuant to any Member utilizing such Fixed Fee Home Sale Program Services as provided by Supplier either: (i) under the terms of the Master Purchasing Agreement, or (ii) under the terms of any direct contract as may result between Supplier and Member. For sake of clarification, The Fixed Fee Home Sale Program service fee revenues are as follows:
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1) A fixed fee that Supplier is paid to take ownership of house in conjunction with scope of the Fixed Fee Home Sale Program. Supplier subsequently assumes all risk associated with any profits or losses associated with the home sale originating from the program.

**EXHIBIT B: Administrative Fee:**

a. Six percent (6%) of Program Spend, defined as Supplier net revenue from the following Services:

- Real Estate Referral Fees
- Client Service Fees
- Weichert Corporate Housing, Inc.'s net revenue as described above.
- Excludes Fixed Fee Home Sale Program Service Fee revenues
- Weichert Mobility Tax Services (WMTS – BDO)

b. Fifty percent (50%) of Program Spend, defined as Supplier net revenue for the following Services:

- Household Goods Commissions (line-haul and storage)
- Auto Shipping Commissions

c. Corporate Housing:

Notwithstanding any other interpretations to the contrary, the parties acknowledge and agree to re-state their intentions as follows in regard to the obligation of Weichert Corporate Housing, Inc., a supply chain partner and sister company, to pay Administrative Fees to OMNIA: As measured from the effective date of this Agreement thereafter, Supplier agrees to pay an Administrative Fee equal to six percent (6%) of Program Spend, defined as net revenues received by Weichert Corporate Housing, Inc. in either of the following two (2) events: (i) in the event that a Member contracts directly with Weichert Corporate Housing, Inc. to provide long-term temporary housing accommodations ("long-term" being defined for the purposes herein to mean an occupancy commitment of thirty (30) days or longer; or, (ii) in the event that Member, contracting through a relocation services company different from Supplier, is provided long-term temporary housing accommodations from Weichert Corporate Housing, Inc.

6. Section 12 amended to read: Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 40<sup>th</sup> 20<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.
7. Section 14 amended to provide additional courtesies. It is not typical for Supplier to incur the cost of an Omnia audit: Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may **upon ten (10) days prior written** notice, engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location **as mutually agreed.** ~~designated by OMNIA Partners.~~ In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to ~~OMNIA Partners' reasonable mutual~~ satisfaction, including payment of any Administrative Fees due and owing. ~~, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.~~
8. Exhibit A Master Agreement, please find our SAMPLE RSA for your review and consideration.

**RELOCATION SERVICES AGREEMENT**

**This Agreement**, together with the Exhibits and Schedules attached hereto (the "Agreement"), dated for reference purposes as of \_\_\_\_\_, 2020, is between **Weichert Workforce Mobility Inc.** a New Jersey corporation with offices at 1625 State Route 10, Morris Plains, NJ 07950 (hereinafter called "Weichert") and \_\_\_\_\_, a [[State/ of Incorporation]] [[Type of Legal Entity]]with offices at \_\_\_\_\_, by itself and on behalf of its subsidiaries and affiliates collectively, (hereinafter called "Company") (each, a "party" and, collectively, the "parties").

**Whereas**, Weichert has developed certain relocation services for the purpose of assisting companies relocating employees, and

**Whereas**, as of the effective date of this Agreement, Company is a member of an association of companies which have formed a consortium for certain business purposes (the "Consortium") pursuant to a separate agreement with OMNIA Partners, Inc. ("OMNIA"), the governing entity of such Consortium; and

**Whereas**, Company desires to obtain such relocation services from Weichert and make them a part of Company's relocation policy,

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**Now, Therefore**, in consideration of the premises and mutual agreements set forth herein, the parties hereto agree as follows:

## 1. AGREEMENT FOR SERVICES

Subject to the terms and conditions set forth herein, Weichert agrees to provide to Company and its subsidiaries and affiliates, and Company agrees to purchase on an exclusive basis from Weichert during the Term of this Agreement ("Term" as defined in the applicable Term/Termination Section of this Agreement), the services ("Services") as are more particularly described in the Exhibits attached hereto and incorporated herein by reference. The payment and fee schedule and certain other terms for such Services, and for reimbursement of related costs and expenses, are set forth herein and/or the Exhibits attached hereto.

## 2. DEFINITIONS

**"Authorized Initiators"** (alternatively, "Relocation Administrators") means the employee(s) of Company who are authorized to notify Weichert of Employees entitled to receive the Services described in the Exhibits. Company agrees to keep Weichert informed in writing of the names, titles and applicable contact information of such Authorized Initiators/Relocation Administrators.

**"Direct Costs"** (alternatively, "Reimbursable Expenses") means the normal and customary documented costs and expenses Weichert incurs in place of Company in directly providing the Services to Employees as described in the Exhibits. Direct Costs shall be reimbursed by Company to Weichert in accordance with the applicable payment section of this Agreement, irrespective of any currency exchange fluctuations which shall be exclusively borne by or credited to Company as the case may be. Such Direct Costs are in addition to, and not a part of, the Service Fees earned by Weichert, such Service Fees being more specifically set forth (defined) in an Exhibit attached hereto.

**"Employee"** means any person designated by an Authorized Initiator as eligible to receive all or a portion of the Services of Weichert as described in the Exhibits.

**"Initiation"** means the notification by an Authorized Initiator that an Employee is eligible to receive the Services to be rendered by Weichert and such notification shall specify the Employee's name, telephone number(s), address and such other identification/Employee information as may be mutually agreed and as locally permissible and shall further specify which Services (as described in the Exhibits) are to be provided such Employee. Initiation(s) may be accomplished verbally, but shall be confirmed electronically and/or in writing.

## 3. RETENTION OF WEICHERT

Company hereby hires and retains Weichert to render the Services described in the Exhibits to certain Employees of Company. Weichert hereby accepts Company's appointment and agrees to use its best, reasonable efforts to perform its duties hereunder. It is understood that certain Services to be provided hereunder shall be provided by agents, subcontractors, or independent contractors and Company hereby consents (except as may be objected to by Company in writing) to Weichert's retention or employment of such agents, subcontractors, or independent contractors as the case may be.

Weichert shall provide the Services set forth in this Agreement, such that:

- a. Weichert, having reviewed and agreed upon applicable and current relocation policy with Company for particular Services, shall counsel and advise Employees, as appropriate, on all such specified Services and Company policy that relates thereto;
- b. Weichert, in its judgment, shall staff and deploy an appropriate number of qualified staff to deliver such Services to Company; and
- c. Weichert and Company shall each appoint one (1) staff member who, for the purposes of promoting a cooperative and productive relationship between the parties pursuant to this Agreement, shall respectively serve as primary contact points of communication, reporting, and issue resolution. As such primary staff contacts may change, each party shall promptly notify the other as to any such change.

In order that Weichert may deliver the Services and counsel Employees in the most effective manner, and in accordance with the cooperative spirit of this Agreement, Company agrees to keep Weichert apprised of relevant Company relocation policy, changes, and/or management decisions, and to make good faith efforts to ensure that Employees understand the relationship of Weichert and Company hereunder.

## 4. COMPANY POLICY CHANGE

Company and Weichert hereby acknowledge that Company's Services requirements, and Weichert's Service Fees attendant thereto, are derived from Company's relocation/benefits policy that is in existence as of the Effective Date of this Agreement ("Company Policy"). In recognition of the influence that Company Policy has upon both the Services being provided by Weichert and the Service Fees being charged by Weichert hereunder, the parties agree that should Company Policy be revised in such a manner that Weichert's anticipated revenue needs materially change, both parties shall make a reasonable good faith effort to adjust applicable Service Fees and/or revise applicable Services in recognition of such Company Policy revision(s).

## 5. PAYMENT

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**Weichert offers several ways to customize the invoicing frequency and payment terms for our clients; after further discussions, clients may choose the invoicing timeframes, payment cycles, and other terms that will best meet their needs.**

## **6. COMPANY DIVESTITURES, ACQUISITIONS, OR SPIN-OFF'S ("NEW ENTITY")**

It is mutually acknowledged and agreed that upon the occurrence of any of the following events during the Term of this Agreement: (i) Company legally divests or otherwise financially and organizationally separates control of any Company subsidiary or affiliate; and/or (ii) Company itself may be acquired by a third party entity (collectively or alternatively, the creation of a "New Entity") and where such New Entity desires to enter into a relocation services agreement with Weichert, Weichert reserves the right to impose any, or a combination of, the following requirements prior to any such New Entity signing any independent relocation services agreement with Weichert: (1) submission by Company or New Entity to Weichert at least annually (or more frequently as may be required by Weichert) of financial information concerning the New Entity, where such financial information may not be (no longer be) available publicly (e.g., where New Entity may be a privately-held company), that Weichert deems sufficient in order for Weichert to determine a satisfactory or an unsatisfactory credit rating (e.g., Credit Limit) for such New Entity; (2) utilization of "pre-payment" provisions (for a duration as determined by Weichert) in any relocation services agreement whereby the New Entity must advance sufficient funds to Weichert prior to Weichert providing applicable Services; (3) execution by a third party as may be credit-qualified in advance by Weichert of a corporate guarantee or a letter of credit (in a form as acceptable to Weichert) on behalf of New Entity; and/or (4) co-signature of the New Entity relocation services agreement by a 3rd party (e.g., corporate parent) as may be credit-qualified in advance by Weichert.

## **7. AUDIT & COMPLIANCE ADMINISTRATION**

Company may, at its expense, inspect and audit Weichert's records pertaining to all actions under this Agreement at any time upon reasonable notice during the term of this Agreement, and for a period of four (4) calendar years following the termination of this Agreement. Company, using Company employees and/or agents, may copy such records at the offices of Weichert during regular business hours; however, based upon the extent of Company's request to copy such records, Weichert reserves the right to impose a commercially reasonable per-page copy/administrative charge in addition to reimbursement for those documented costs incurred by Weichert that are associated with applicable Company-requested document / archive recovery and/or retrieval hereunder. Additionally, in the event that at any time during the Term of this Agreement, Company employs the services of a third party auditor or other consultant to monitor and/or audit any aspects of Weichert's performance and/or compliance hereunder on an ongoing (e.g., transactional) basis ("Third Party Audit Requirements"), and where, in Weichert's reasonable professional opinion, such Third Party Audit Requirements necessitate that Weichert incur additional staffing and/or administrative expense to comply therewith, then Weichert shall: (i) inform Company in writing as to Weichert's determination in this regard; (ii) document Weichert's estimated additional staffing and/or administrative expenses associated with such Third Party Audit Requirements; and, (iii) where Weichert is actually engaged in complying with such Third Party Audit Requirements, submit applicable invoicing to Company for reimbursement in accordance with the payment provisions hereof.

## **8. TERM; TERMINATION**

- a. The term of this Agreement shall commence on the first business day following Weichert's receipt of the Agreement as duly executed by Company as provided below ("Effective Date"), and shall continue for a term of three (3) years ("Term") and, upon expiration of such Term Company shall have an option of renewing this Agreement for a period of two (2) years, after which this Agreement shall automatically extend for additional periods of two (2) years thereafter, or until: (i) either party's breach of any of those respective obligations hereunder that are reasonably considered material and where such breach remains uncured for a period of sixty (60) days following the date of written notice as supplied by the party alleging such material breach to the other party ("Cure Period"); or, (ii) Weichert terminates this Agreement pursuant to this Termination section hereof. Weichert reserves the right to not commence providing Services related to any Initiation requests from Company that are received by Weichert at any time during, and prior to the expiration of, the Cure Period.
  - b. Upon termination of this Agreement: (i) Weichert shall be permitted to complete the Services which were Initiated by Company and commenced by Weichert at any time prior to the expiration of: (a) the above-stated Term; or, (b) the Cure Period; and, (ii) Company shall pay all Service Fees and reimburse all Direct Costs related to the completion of such Services. In the event of termination in accordance with this Paragraph, the parties shall cooperate with each other as to the disposition of all outstanding Initiations.
  - c. In the event that Company: (i) fails to fully pay any invoices to Weichert, other than those invoices reasonably disputed by Company, after more than sixty (60) days from the date of such original invoice; (ii) files a petition in bankruptcy; (iii) has a receiver appointed; (iv) makes an assignment or is reorganized for the benefit of creditors; or, (v) fails to provide Weichert with Company financial information, assurances, guarantees, or collateral which Weichert deems satisfactory and which Weichert has requested as a result of Weichert's reasonable concern over Company's ability to perform its obligations pursuant to this Agreement, then Weichert shall have the option to implement any one or more of the following remedies:
    - (1) impose interest charges at a rate of the standard U.S. prime rate (as published in the *Wall Street Journal*) plus two percent (2%) as to the outstanding balance of any unpaid invoices as measured from sixty (60) days following the date of the original invoice(s) until the date that applicable payment is received from Company by Weichert. (NOTE: Company is advised that this obligation for timely payment to Weichert as set forth herein shall not be waived or altered by Weichert in the event that Company elects to utilize a subcontracted accounts payable provider);
    - (2) the right by Weichert to offset any monies as may be owed to Company against any monies as may be owed to Weichert;
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- (3) immediately cease the acceptance of new Initiations from Company for Services and/or suspend the performance of Services for those files still in process and not completed;
  - (4) immediately terminate this Agreement upon the date of written notice to Company hereunder, in which case any and all outstanding invoice amounts shall become immediately due and payable to Weichert, including any and all expenses incurred by Weichert in the collection from Company of any invoiced amounts that are due and payable to Weichert, including reasonable attorney's fees; and where the interest charges as set forth in sub-paragraph c.(1) hereinabove shall apply as to such unpaid invoice amounts until full repayment from Company is received by Weichert; and,
  - (5) immediately cease making any further Equity Advances ("Equity Advance" as defined in a separate Exhibit hereto where Homeselling Services are applicable) or Equity Loans ("Equity Loan" as defined in a separate Exhibit hereto where Homeselling Services are applicable) even should Weichert not make immediate demand for repayment.
- d. Notwithstanding anything contained in the foregoing that might be interpreted to the contrary, either party shall have the right to terminate this Agreement without cause upon providing the other party with a minimum of thirty (30) days written notice.
  - e. The provisions of this Paragraph shall survive termination of this Agreement.

## 9. INDEMNIFICATION

- a. It is expressly understood and agreed that Weichert shall perform the Services described herein by adhering to a standard of reasonable business care that is consistent with a professional global relocation and real estate support services company ("Weichert Standard Of Care"). So long as Weichert adheres to such Weichert Standard Of Care, if a claim, demand, action, liability, suit, cause of action or the like (collectively "Dispute") is asserted or made against Weichert as a result of rendering the Services hereunder, Company agrees to indemnify and hold Weichert harmless from such related costs, settlements, liabilities, and expenses, including reasonable attorneys' fees; provided that such Dispute is not the result of the alleged or actual negligence, willful misconduct, or dishonesty on the part of Weichert and/or its employees, subcontractors, or agents.
- b. In the event that Weichert fails to perform the Services hereunder by adhering to such Weichert Standard Of Care and / or in the event of the negligence, willful misconduct or dishonesty on the part of Weichert and / or its employees, subcontractors, or agents, Weichert shall indemnify and hold Company harmless for any losses, including reasonable attorneys' fees, occasioned by such alleged or actual acts / omissions. Upon performance of Weichert's aforesaid obligation to indemnify Company, Weichert shall be subrogated to any right of Company.
- c. Company and Weichert view the relationship between the parties hereunder as one requiring a cooperative effort by the parties and each agrees to keep the other promptly informed of any situation and / or condition that may result in any Dispute being asserted and each party agrees to cooperate with the other in expending all reasonable efforts to elicit a just outcome in the event of such Dispute.
- d. Company shall indemnify and hold Weichert harmless in the event of a breach or alleged breach of any representation, warranty, covenant, or condition by an Employee relating to the Employee's home (to include "Home" or "Property" or "Residence" as may be defined in an Exhibit hereof) where any Home Selling Program Services, Property Management Services, and / or Tenancy Management Services are being provided by Weichert to Company pursuant to an Exhibit(s) hereunder, including (where applicable) such occurrences as failure to deliver good and marketable title to Employee's home. Upon performance of Company's aforesaid obligation to indemnify Weichert, Company shall be subrogated to any right of Weichert against the Employee.
- e. The provisions of this Paragraph shall survive termination of this Agreement.

## 10. CONFIDENTIAL INFORMATION

- a. Weichert and Company mutually acknowledge that in contracting for Weichert to provide Services to Company pursuant to this Agreement, each party may be provided access to private or confidential information controlled or owned by the other party, including, but not limited to: computer software, coding, instructions, specifications, procedure manuals, marketing materials, test and other data, reports, recommendations, plans, proposals, financial statements, financial information, Employee (defined as any person designated by a Weichert client corporation as eligible to receive relocation services as authorized by such client corporation) information (including Employees' personal and sensitive information), Employee compensation, Employee benefits plans, personal Employee data or profiles, and other documents (collectively, "Confidential Information"). Each party therefore agrees: (i) to keep, and have any of its employees and agents keep, any and all such Confidential Information confidential by not copying, publishing, or disclosing such Confidential Information to others without the prior written approval of the other party; (ii) to use such Confidential Information exclusively for the purpose of performing its respective obligations pursuant to this Agreement; (iii) to return such Confidential Information to the other party no later than thirty (30) days following the Termination Date of this Agreement (or otherwise agree to the destruction/permanent disabling of such Confidential Information in accordance with mutually agreed standards and final certification); and, (iv) to ensure that all Confidential Information received from either party shall be restricted to those employees and agents of each party who have a reasonable need to use the Confidential Information for the express purpose of performing Services as contemplated hereunder.
  - b. Further, Weichert agrees to adhere to the European Community Directive on Data Protection 95/46/EC (and to the General Data Protection Regulation (EU 2016/679) ("GDPR") from the date on which it comes into force), all applicable local country laws and requirements, including without limitation data protection and privacy laws, and all applicable regulations of data protection authorities (collectively, "Privacy Laws") with regard to use of all Employee information. In particular, Weichert
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agrees to provide appropriate technical and organizational measures to protect Employee information against accidental or unlawful destruction or accidental loss, alienation, unauthorized disclosure or access.

- c. In all cases where Confidential Information has originated in or is processed in the European Economic Area, Weichert agrees to administer all such Confidential Information in accordance with a) the data processor provisions in **Annex 1** hereto and, b) the following additional obligations arising from Weichert's certification under the EU-US Privacy Shield:
- (1) To provide the level of privacy protection as is required by the Framework Principles ("the Principles") of the said Privacy Shield;
  - (2) To process such Confidential Information in a manner consistent with the Principles and for limited and specified purposes consistent with the consent provided by an individual employee; and,
  - (3) To assist and respond to individuals seeking to exercise their rights under the Principles;
- d. Nothing contained in this Agreement shall restrict either party with respect to Confidential Information that: (i) becomes publicly available through no fault of either party; (ii) was lawfully received by either party from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement; or, (iii) was required to be disclosed by either party to a court of competent jurisdiction or other governmental authority and reasonable notice was given by one party the other party whose Confidential Information was the subject of such compelled disclosure.
- e. This Paragraph shall survive termination of this Agreement.

#### **11. FORCE MAJEURE**

Neither party shall be obligated to perform according to the terms and conditions of this Agreement if either party's performance hereunder is delayed, disabled, or prevented by riots, wars, acts of enemies, national emergency, strikes, floods, fires, acts of God, or, by any other cause not within the control of the party whose performance is interfered with.

#### **12. INSURANCE**

Weichert shall maintain insurance coverage policies and limits that Weichert believes are commercially reasonable considering the scope of Services provided hereunder. Upon request, Weichert shall submit a certificate of insurance coverage to Company.

#### **13. NON-SOLICITATION OF EMPLOYMENT**

During the Term of the Agreement, and for a period of six (6) months after its termination, neither party shall employ under any circumstances any person who is currently an employee of the other party, except under the following circumstances: (1) in the event that any such employment solicitation or opportunity was publicly advertised or promoted; or, (2) upon mutual written agreement of the parties.

#### **14. DATA TRANSMISSION SECURITY WAIVER AND HOLD HARMLESS**

##### **[INCLUDE PARAGRAPH a. IF COMPANY CONFIRMS USE OF SSL, SSH, TLS TECHNOLOGY]**

- a. Company represents and confirms that Company currently uses, or will use, as of the commencement date of this Agreement, at minimum, a SSL or SSH secured server and TLS technology installed or, in the alternative, a secure FTP server configuration, in regard to the transmission and exchange with Weichert of Company Sensitive Data hereunder. (For the purposes of this Section, "Company Sensitive Data" shall be defined as follows: Company Employee personal, sensitive, and confidential data and/or wage and payroll information, Company Employee social program tracking numbers, and Company Employee (home) equity calculations.)

##### **[INCLUDE PARAGRAPHS a. and b. IF COMPANY CONFIRMS IT DOES NOT USE SSL, SSH, TLS TECHNOLOGY]**

- a. Company acknowledges, understands, and agrees that: (i) Weichert has provided a full explanation of options available to secure the transmission of Company Sensitive Data (as defined below) as between Weichert, Company, and/or Company Employees in accordance with prevailing corporate relocation and assignment management industry best practice standards, including the use of "Acceptable Data Transmission Security Technology" (herein defined as, at minimum, a SSL or SSH secured server and TLS technology installed or, in the alternative, a secure FTP server configuration), and, (ii) by Weichert undertaking the instruction of Company to transmit such Company Sensitive Data without the encryption protection as recommended herein by Weichert in the form of Acceptable Data Transmission Security Technology, Company will indemnify and hold harmless Weichert, its affiliates, employees, agents, officers and directors, successors and assigns, against any costs, expenses, liabilities, demands, causes of action (including reasonable attorneys fees) as may arise against Weichert from any claims whatsoever (including, but not limited to, any claims made by Company Employees) in regard to any improper use or sharing by any unauthorized third parties of any such Company Sensitive Data as may have been transmitted by Weichert; and,
- b. If/ when Company installs Acceptable Data Transmission Security Technology: (i) Company shall inform Weichert in writing as to such installation and confirm to Weichert as to the date upon which Weichert is authorized to commence transmission of any such Company Sensitive Data using such Acceptable Data Transmission Security Technology ("Secure Data Transmission Start Date"); and (ii) as of such Secure Data Transmission Start Date, Company's defined indemnification of Weichert as set forth herein shall be declared null and void. ( \* For the purposes of this Section, "Company Sensitive Data"
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shall be defined as follows: Company Employee personal, sensitive, and confidential data and/or wage and payroll information, Company Employee social program tracking numbers, and Company Employee (home) equity calculations.)

## 15. OTHER PROVISIONS

- a. The relationship of Weichert and Company shall be that of independent contractors and neither party shall be the agent of the other.
- b. Weichert shall abide by and be in full compliance with all applicable Federal, State, Provincial and local laws and rules, regulations and executive orders and without regard to any person's race, color, creed, religion, sex, age, disability, national origin, marital status, or familial status.
- c. No Employee or other person or entity except for Company and Weichert shall have any enforceable rights under this Agreement. This Agreement is not a third party beneficiary contract.
- d. Any notice to be given by either party hereto shall be in writing and shall be given personally or sent by first class or overnight mail, addressed to the parties at the addresses as set forth below. Any party may change the address to which notices are to be sent by giving notice to the other in the manner above provided. Notices shall be deemed given upon receipt or three (3) days after mailing, whichever is earlier.

If to Weichert:

Weichert Workforce Mobility Inc.  
1625 Route 10 East  
Morris Plains, New Jersey 07950  
Attention: General Counsel

If to Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

- e. Unless otherwise provided in the Exhibits attached hereto, whenever Company's prior approval is required, verbal approval by Authorized Initiators will be sufficient, but Company agrees to confirm such verbal approval in writing within three (3) business days from such request from Weichert.
  - f. The failure of Company or Weichert to insist, in any one or more instances, on strict performance of any of the provisions or terms of this Agreement shall not be construed as a waiver or relinquishment of any such provision or term, but the same shall continue and remain in full force and effect.
  - g. The construction and performance of this Agreement shall be governed by the laws of the State of New Jersey, U.S.A.
  - h. This Agreement, together with the Exhibits attached hereto, contains the entire Agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written understandings between the parties with respect to this subject matter.
  - i. This Agreement may be terminated, changed, modified, or amended only by an instrument in writing duly executed by both parties.
  - j. Assignment: Except as may be otherwise hereinafter provided, neither party shall assign their rights, duties and obligations without prior written consent of the other, and any changes in control and business succession shall be a permitted assignment hereunder.
  - k. If any provision of this Agreement shall be conclusively determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby.
  - l. Each of the parties executing this Agreement warrants and represents to the other that it has all corporate power necessary to make and perform this Agreement and the making and performance of this Agreement by it have been duly authorized by all necessary corporate action.
  - m. The provisions of the attached Exhibits and Schedules are incorporated in this Agreement to the same extent as if fully set forth herein.
  - n. **Right of Assignment for Purposes of Financing:** Weichert may assign all or any portion of its rights in this Agreement, including its right to receive any monies hereunder, or under any agreements to be executed with Company's Employees in connection with any financing arrangements made by Weichert. However, such assignment by Weichert shall not affect its obligations under this Agreement. The terms, covenants, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the successors of the respective parties. Weichert acknowledges its rights under this Agreement are being collaterally assigned to Bank of America to secure certain financing arrangements. Company agrees to execute the Assignment Acknowledgment (**Schedule A**), and Company hereby consents to the collateral assignment of Weichert's rights under this Agreement.
  - o. **U.S. Federal Contractor, Subcontractor:** Weichert is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, Weichert will abide by the requirements of 41 CFR 60-1.4, 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, Weichert will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.
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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year indicated below.

**ATTEST:**

\_\_\_\_\_  
(Signature)

**COMPANY**  
(Company)

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
(Signature)

**WEICHERT WORKFORCE MOBILITY INC.**  
(Weichert)

By: \_\_\_\_\_  
(Signature) Stephen S. Jones, Esq.

Title: Executive Vice President  
General Counsel & Compliance

Date: \_\_\_\_\_

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**Annex 1**  
**(Data Processor Provisions)**

**1 Definitions**

“**Data Protection Legislation**” means, for the purposes of this **Annex 1**, the General Data Protection Regulation (Regulation (EU) 2016/679) (“**GDPR**”) and any other laws applicable in the European Union from time to time that relate to data protection, privacy or the use of information relating to individuals.

“**Personal Data**” means any personal data (as defined in the GDPR) which will be processed (subject to the Data Protection Legislation) by Weichert on behalf of Company in connection with the Services.

The terms “**appropriate technical and organizational measures**”, “**controller**”, “**processor**”, “**process**”, “**data subject**”, “**personal data breach**” and “**supervisory authority**” shall, unless the context otherwise requires, each have the respective meanings given to them in the GDPR.

**2 Data protection and data processing**

2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, Company is the controller and Weichert is the processor of the Personal Data being processed for the purposes of the Services.

2.3 Without prejudice to the generality of clause 2.1, Company will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Weichert for the duration and purposes of the Agreement. Company shall confirm to Weichert the lawful basis of processing any Personal Data which is transferred to Weichert.

2.4 The parties agree that **Annex 2** (Data Processing Information) sets out the purpose of the processing to be performed by Weichert on behalf of Company, the categories of data subjects to whom the Personal Data relate and the types of Personal Data that will be processed by Weichert on behalf of Company as Personal Data.

2.5 Without prejudice to the generality of clause 2.1, Weichert shall, in relation to any Personal Data processed in connection with the performance by Weichert of its obligations under the Agreement:

2.5.1 process that Personal Data only on the written instructions of Company unless Weichert is required by the laws of any member of the European Union or by the laws of the European Union applicable to Weichert to process such Personal Data (“**Applicable Data Processing Laws**”). Where Weichert is relying on Applicable Data Processing Laws for processing such Personal Data, Weichert shall promptly notify Company of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit Weichert from so notifying Company;

2.5.2 ensure that it has in place appropriate technical and organizational measures, reviewed and approved by Company, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

2.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

2.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of Company has been obtained and the following conditions are fulfilled:

2.5.4.1 Weichert or Company has in place with the non-EEA receiving entity the EU model contractual clauses as set out in Decisions 2010/87/EU or any alternative version of those clauses issued by the European Commission or such other supervisory authority from time to time;

2.5.4.2 the transfer is to a non-EEA country that is deemed to have an adequate level of protection from time to time by the European Commission or such other supervisory authority;

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- 2.5.4.3 there is an approved code of conduct in place by an association or other body representing Weichert or Company that applies to the non-EEA territory or territories to which the Personal Data is to be transferred;
- 2.5.4.4 there is an approved certification mechanism in place in respect of the non-EEA territory; or
- 2.5.4.5 to the extent that the transfer is to an entity located in the United States, such entity participates in the EU-US Privacy Shield or such other mechanism that may replace or supersede it from time to time;

Company acknowledges that Weichert is registered with Privacy Shield and therefore Company consents to any transfers of Personal Data to any of Weichert's offices in the USA;

- 2.5.5 assist Company, at Company's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 2.5.6 notify Company without undue delay on becoming aware of a personal data breach affecting the Personal Data;
  - 2.5.7 at the written direction of Company, delete or return Personal Data and copies thereof to Company on termination of the Agreement unless required by Applicable Data Processing Law to store the Personal Data;
  - 2.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 2.5; and
  - 2.5.9 [at no cost to Weichert], submit and contribute to audits and inspections carried out by Company (or a third-party appointed by Company to carry out such audits or inspections) for the purpose of ensuring Weichert's compliance with this clause 2.5. Any such audit or inspection shall be subject to the following restrictions:
    - 2.5.9.1 Company shall provide reasonable written notice of the date of inspections or audits;
    - 2.5.9.2 Company may perform such audits no more than once per year unless required by the Data Protection Legislation;
    - 2.5.9.3 any third party appointed by Company to perform such audit or inspection shall be required to execute a confidentiality agreement acceptable to Weichert prior to such audit or inspection;
    - 2.5.9.4 audits must be conducted during regular business hours, subject to Weichert's policies, and may not unreasonably interfere with Weichert's business activities;
    - 2.5.9.5 Company must provide Weichert with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. Company may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Legislation and/or confirming compliance with the requirements of this clause 2.5. The audit reports shall be confidential; and
    - 2.5.9.6 nothing in this clause 2.5.9 shall require Weichert to breach any duties of confidentiality owed to any of its customers, employees or third parties.
- 2.6 Company consents to Weichert appointing sub-processors as third-party processors of Personal Data under the Agreement. Weichert confirms that it has entered, or (as the case may be) will enter, into a written agreement incorporating terms which are substantially similar (or more stringent) to those set out in this clause 2 with any such third-party sub-processor. As between Company and Weichert, Weichert shall remain fully liable for all acts or omissions of any third-party sub-processor appointed by it pursuant to this clause 2.
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**Annex 2**  
**(Data Processing Information)**

<b>1</b>	<b>Subject matter</b>	Personal Data is processed by Weichert in connection with providing the Services requested by Company.
<b>2</b>	<b>Duration</b>	Processing will continue for the duration of the provision of the Services.
<b>3</b>	<b>Nature and Purpose of Processing</b>	The nature and purpose of the processing will be: <ul style="list-style-type: none"><li>• the provision of international mobility, assignment management, and real estate support services to Company employees</li></ul>
<b>4</b>	<b>Categories of Data Subjects</b>	The categories of data subjects whose Personal Data are processed for the purposes of the Services are: <ul style="list-style-type: none"><li>• Employees of Company (including accompanying dependents, partner)</li><li>• Candidate new hires of Company (and accompanying dependents, partner)</li><li>• Retirees of Company (and accompanying dependents, partner)</li></ul>
<b>5</b>	<b>Types of Personal Data</b>	The types of Personal Data processed for the purposes of the Services are: <ul style="list-style-type: none"><li>• Salary/title, partner</li><li>• Destination living requirements</li><li>• Family size/ dependents etc.</li><li>• New work location profile</li><li>• Assignment/relocation duration</li><li>• Departure home profile information</li></ul>

**Schedule A**

**Right of Assignment for Purposes of Financing:**

As referenced above in the Agreement, Weichert has long-maintained financing arrangements that allow Weichert to assign to its lenders all or any portion of Weichert's rights in this Agreement, including its right to receive any monies hereunder, or under any purchase contracts to be executed by Weichert with Company's Employees. However, such assignment by Weichert shall not affect its obligations to you, Company, as the client under this Agreement. The terms, covenants, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the successors of the respective parties. Company is hereby acknowledging that Weichert's rights under this Agreement are being collaterally assigned to Bank of America to secure these certain Weichert financing arrangements.

**FORM OF ASSIGNMENT ACKNOWLEDGMENT**

The undersigned, \_\_\_\_\_ ("Company"), hereby acknowledges and consents to the collateral assignment and grant of a security interest (the "Assignment") by Weichert Workforce Mobility Inc. (the "Assignor") of all of its respective rights in, to and under that certain Relocation Services Agreement (the "Agreement") between Company and the Assignor to **Bank of America, N.A.**, having an office at 194 Wood Avenue South, Iselin, New Jersey 08830 (the "Assignee") in connection with certain programs as described in the Agreement.

- For Full Service Corporate Clients, programs to include, but not be limited to, the funding under the Equity Loan Program (as defined in the Agreement) and/or Employee Homesale Program (as defined in the Agreement).
- For Self-Funded Corporate Clients, programs to include, but not be limited to, Relocation Expense Administration (as defined in the Agreement).

Company hereby further acknowledges that the Assignment also includes all of the Assignor's rights in, and to:

- For Full Service Corporate Clients, to include all of the documents executed and delivered in connection with the Agreement, including, without limitation, any and all promissory notes and equity loan agreements and direction letters executed by Company known as the "Collateral Documents".
- For Self-Funded Corporate Clients, to include (i) reimbursement of expenses, including without limitation "relocation expenses" arising under the Relocation Expense Administration Program, (ii) Reimbursable Expenses (alternatively, "Direct Costs") arising under the Program or other Services (as such terms are defined or used in the Agreement), and (iii) amounts payable to Assignor pursuant to the terms of the Agreement.

Company hereby further acknowledges and agrees that the Assignee shall not be liable for the performance or observance of any of the obligations or duties of the Assignor under the Agreement or the Collateral Documents, as applicable, except that, insofar as the Assignee exercises any of its rights under the Agreement or the Collateral Documents, as applicable, or makes any claims with respect to any payments or other obligations under such agreements or documents, the terms and conditions of the Agreement and the Collateral Documents, as applicable, applicable to such exercise of rights shall apply to the Assignee.

Upon receipt of written notice from the Assignee that it is exercising its rights and remedies under the Assignment, Company shall perform its obligations under the Agreement and, if applicable, the Collateral Documents to which it is a party, including, without limitation, the payment of monies thereunder, directly to the Assignee to the same extent as if the Assignee were a party to such agreement(s) or Company had executed such document(s) for the benefit of the Assignee rather than the Assignor. The performance of such obligations by Company shall be subject to any defenses, set-offs, claims or disputes that Company may have against its employees or the Assignor or their respective affiliates.

Company hereby further acknowledges that, prior to pursuing any rights, which the Assignee may have against Company by virtue of the Assignment, the Assignee shall not be required to pursue or exhaust its rights and remedies against the Assignor or the employees of Company.

Company hereby further acknowledges that its continuing obligations under the Agreement, and, if applicable, its obligations under the Collateral Documents to which it is a party, shall survive the termination of the Agreement.

This Acknowledgment shall be binding upon Company and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

This Acknowledgment shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey.

**WITNESS: [COMPANY]**

**[COMPANY]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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Exhibit B:

8. Exhibit B: "Products" has been replaced with "Services" throughout the document.
  9. Exhibit B Section 7 has been amended to delete not applicable language: The Participating Public Agencies (each a "Procuring Party") that procure **Services** through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the ~~distributor, manufacturer or other~~ vendor (collectively, "Supplier") for **Services** received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for **Services** ~~and inspections and acceptance of products~~ ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
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**EXHIBIT F**  
**FEDERAL FUNDS CERTIFICATIONS**

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FEDERAL CERTIFICATIONS  
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

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TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

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DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.



Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHES, that:  
(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;  
(b) Is not organized primarily for profit; and  
(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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**APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a

breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES SSJ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small

business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

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#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES SSJ Initials of Authorized Representative of offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Weichert Workforce Mobility Inc.

Address, City, State, and Zip Code: 1625 Route 10, Morris Plains, NJ 07950

Phone Number: **1-800-648-3303** Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: **Stephen S., Jones, Esq. EVP General Counsel & Compliance**

Email Address: sjones@weichertwm.com

Signature of Authorized Representative:  Date: 23 JULY 2020

## FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV - 7
- c. Applicable prevailing wage laws, regulations, and executive orders

### **Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Bid Guarantee**

~~For proposals that are to include construction/reconstruction/renovation and related services, bids must be accompanied by Certified or Cashier's Check or an approved Bid Bond in the amount of not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in the state of the lead agency and authorized to underwrite bonds in the amount of the bid bond.~~

Commented [JG1]: Remove if solicitation is not for potential construction work

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief

or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



3. “During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means

of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each

calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as

parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
  - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
  - (2) The contract requires the approval of FEMA, regardless of amount.
  - (3) The contract is for federally required audit services.
  - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure

Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**The Contractor, Stephen S. Jones, Esq., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.**



\_\_\_\_\_  
Signature of Contractor's Authorized Official

**Stephen S. Jones, Esq., EVP General Counsel & Compliance**  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

23 July 2020

\_\_\_\_\_  
Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:



“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions

pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: Weichert Workforce Mobility Inc.

Address, City, State, and Zip Code: 1625 Route 10, Morris Plains, NJ 07950

Phone Number: 1-800-648-3303 Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: Stephen S. Jones, Esq., EVP General Counsel & Compliance

Email Address:  
sjones@weichertwm.com \_\_\_\_\_



Signature of Authorized Representative:

Date: 23 July 2020

# INSTRUCTIONS FOR COMPLETING THE EMPLOYEE INFORMATION REPORT (FORM AA302)

**IMPORTANT:** READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM **AND TO SUBMIT THE REQUIRED \$150.00 NON-REFUNDABLE FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE**. IF YOU HAVE A CURRENT CERTIFICATE OF EMPLOYEE INFORMATION REPORT, DO NOT COMPLETE THIS FORM UNLESS YOU ARE RENEWING A CERTIFICATE THAT IS DUE FOR EXPIRATION. DO NOT COMPLETE THIS FORM FOR CONSTRUCTION CONTRACT AWARDS.

**ITEM 1** - Enter the Federal Identification Number assigned by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, or if your business is such that you have not or will not receive a Federal Employer Identification Number, enter the Social Security Number of the owner or of one partner, in the case of a partnership.

**ITEM 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business check the predominate one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**ITEM 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**ITEM 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominate one.

**ITEM 5** - Enter the physical location of the company. Include City, County, State and Zip Code.

**ITEM 6** - Enter the name of any parent or affiliated company including the City, County, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**ITEM 7** - Check the box appropriate to your type of company establishment. "Single-establishment Employer" shall include an employer whose business is conducted at only one physical location. "Multi-establishment Employer" shall include an employer whose business is conducted at more than one location.

**ITEM 8** - If "Multi-establishment" was entered in item 8, enter the number of establishments within the State of New Jersey.

**ITEM 9** - Enter the total number of employees at the establishment being awarded the contract.

**ITEM 10** - Enter the name of the Public Agency awarding the contract. Include City, County, State and Zip Code. This is not applicable if you are renewing a current Certificate.

**ITEM 11** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category. **DO NOT attach an EEO-1 Report.**

#### **Racial/Ethnic Groups will be defined:**

**Black:** Not of Hispanic origin. Persons having origin in any of the Black racial groups of Africa.

**Hispanic:** Persons of Mexican, Puerto Rican, Cuban, or Central or South American or other Spanish culture or origin, regardless of race.

**American Indian or Alaskan Native:** Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

**Asian or Pacific Islander:** Persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent or the Pacific Islands. This area includes for example, China, Japan, Korea, the Phillippine Islands and Samoa.

**Non-Minority:** Any Persons not identified in any of the aforementioned Racial/Ethnic Groups.

**ITEM 12** - Check the appropriate box. If the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**ITEM 13** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**ITEM 14** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**ITEM 15** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**ITEM 16** - Print or type the name of the person completing the form. Include the signature, title and date.

**ITEM 17** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

#### **TYPE OR PRINT IN SHARP BALL POINT PEN**

THE VENDOR IS TO COMPLETE THE EMPLOYEE INFORMATION REPORT FORM (AA302) AND RETAIN A COPY FOR THE VENDOR'S OWN FILES. THE VENDOR SHOULD ALSO SUBMIT A COPY TO THE PUBLIC AGENCY AWARDED THE CONTRACT IF THIS IS YOUR FIRST REPORT; AND FORWARD ONE COPY **WITH A CHECK IN THE AMOUNT OF \$150.00 PAYABLE TO THE TREASURER, STATE OF NEW JERSEY(FEE IS NON-REFUNDABLE)** TO:

**NJ Department of the Treasury  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program**

P.O. Box 206

Trenton, New Jersey 08625-0206

Telephone No. (609) 292-5473

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)  
N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STATE OF NEW JERSEY  
Division of Purchase & Property  
Contract Compliance Audit Unit  
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa302ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>222084741</b>		2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER			3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>1707</b>	
4. COMPANY NAME <b>Weichert Realtors</b>						
5. STREET <b>1625 New Jersey 10</b>		CITY <b>Morris Plains</b>		COUNTY <b>Morris</b>	STATE <b>NJ</b>	ZIP CODE <b>07950</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>Weichert Realtors</b>			CITY <b>Morris Plain</b>	STATE <b>NJ</b>	ZIP CODE <b>07950</b>	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER						
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>7</b>						
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT <b>239</b>						
10. PUBLIC AGENCY AWARDED CONTRACT <b>Omnia- Univ of CA</b>						
Official Use Only		DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER		

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols.2 &3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	66	31	35	0	0	0	2	29	1	0	0	2	32
Professionals	94	25	69	2	1	0	1	21	2	4	0	7	56
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	3	2	1	0	0	0	0	2	0	0	0	0	1
Office & Clerical	76	29	47	2	5	0	0	22	6	3	0	7	31
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>TOTAL</b>	<b>239</b>	<b>87</b>	<b>152</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Total employment From previous Report (if any)	213	81	132	4	8	0	3	66	8	7	0	16	101
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>		15. IF NO, DATE LAST REPORT SUBMITTED MO.   DAY   YEAR 	
13. DATES OF PAYROLL PERIOD USED From: <b>11/10/2018</b> To: <b>11/23/2018</b>					

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Jane Chen</b>		SIGNATURE		TITLE <b>HR Generalist</b>		DATE MO   DAY   YEAR <b>07   29   2020</b>	
17. ADDRESS NO. & STREET <b>1625 State Route 10</b>		CITY <b>Morris Plains</b>	COUNTY <b>Morris</b>	STATE <b>NJ</b>	ZIP CODE <b>07950</b>	PHONE (AREA CODE, NO., EXTENSION) <b>973 - 397 - 3909</b>	

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**  
**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): \_\_\_\_\_ Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_





## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:** WEICHERT WORKFORCE MOBILITY INC.

**Trade Name:**

**Address:** 1625 RTE 10 EAST  
MORRIS PLAINS, NJ 07950-2905

**Certificate Number:** 0506041

**Effective Date:** January 15, 1986

**Date of Issuance:** July 22, 2020

**For Office Use Only:**

20200722142528959

**EXHIBIT G**  
**NEW JERSEY BUSINESS COMPLIANCE**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** Weichert Workforce Mobility Inc.

**Street:** 1625 Route 10

**City, State, Zip Code:** Morris Plains, NJ 07950

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I **Stephen S. Jones, Esq.**, an authorized representative of **Weichert Workforce Mobility Inc.**, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

<b>Name</b>	<b>Address</b>	<b>Interest</b>
James M. Weichert	72 Woodland Rd, New Vernon, NJ 07976	100%

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*



**Date 23 July 2020**  
**Signature and Title**

**Authorized**

**Stephen S. Jones, Esq.**

**EVP General Counsel & Compliance**

**NON-COLLUSION AFFIDAVIT**

**Company Name: Weichert Workforce Mobility Inc.**

**Street: 1625 Route 10**

**City, State, Zip Code: Morris Plains, NJ 07950**

*State of New Jersey*

*County of Morris*

**I, Stephen S. Jones Esq. of the city of Morris Plains**

*Name*

*City*

*in the County of Morris, State of New Jersey*

*of full age, being duly sworn according to law on my oath depose and say that:*

**I am the EVP General Counsel & Compliance of the firm of Weichert Workforce Mobility Inc.**

*Title*

*Company Name*

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

**Weichert Workforce Mobility Inc.**



*Company Name*

*Authorized Signature & Title*

**Stephen S. Jones, Esq.**

**EVP General Counsel & Compliance**

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

Please note omission of notarization due to Covid-19 restrictions

SEAL

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** Weichert Workforce Mobility Inc.

**Street:** 1625 Route 10

**City, State, Zip Code:** Morris Plains, NJ 07950

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*



Stephen S. Jones, Esq., EVP General Counsel & Compliance

23 July 2020

*Date*

*Authorized Signature and Title*



**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## A. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	Weichert Workforce Mobility Inc.		
Address:	1625 State Route #10 East		
City:	Morris Plains	State: NJ	Zip: 07950

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Stephen S. Jones Esq., EVP, General Counsel & Compliance

Signature

Printed Name

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
NONE / NOT APPLICABLE			\$


Check here if the information is continued on subsequent page(s)

DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR  
DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE  
DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.



**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership                       Corporation                       Sole Proprietorship


Limited Partnership                       Limited Liability Corporation                       Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: <b>James M. Weichert</b>	Name:
Home Address:	Home Address:
72 Woodland Rd, New Vernon, NJ 07976	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	
(Notary Public)	<b>Stephen S. Jones, Esq.</b> (Affiant)
My Commission expires:	<b>EVP General Counsel &amp; Compliance</b> (Print name & title of affiant)

(Corporate Seal)

Please note lack of notarization/corporate seal due to  
Covid-19 restrictions

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:  
[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

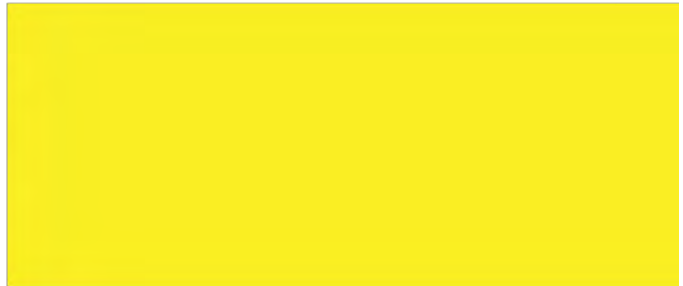
Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



# Propelling Workforce Mobility

RESPONSE TO UNIVERSITY OF CALIFORNIA  
REQUEST FOR PROPOSAL  
*EXECUTIVE SUMMARY*



Weichert Workforce Mobility  
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August 13, 2020

# Executive Summary

Weichert Workforce Mobility is pleased to present our response to **University of California System's Request for Proposal for Household Moving, Relocation Services and Related Products**. We appreciate this opportunity to be considered as your workforce mobility provider and to address the future of your mobility program. We realize that each client has its own unique needs and culture, and we work hard to understand those needs to form a strong synergistic fit. Weichert is known for its ability to become an extension of our clients' organizations by being both flexible and proactive in designing program administration around client requirements and protocols. We are committed to continuous innovation for University of California (UC), delivering the overall best value as follows:

**ABILITY TO MEET UC'S FULL SCOPE OF SERVICE.** Our business is the administration of workforce mobility solutions – with the most comprehensive and sophisticated scope of services in the industry covering all aspects of the workforce mobility lifecycle. We can deliver a full scope of mobility services to UC and OMNIA Partners Participating Public Agencies, while offering exceptional quality and cost containment through our internal expertise, enterprise solutions, and strategic partnerships in essential mobility management disciplines. We understand that UC's scope will primarily be the management of household goods. With a wider array of solutions to meet the needs of more agencies with diverse workforces and needs, we provide a more comprehensive approach to the strategy of a Master Services agreement that will benefit both UC and OMNIA Partners. We are the only relocation management company to offer a comprehensive suite of in-house international assignment administration, freight forwarding, payroll, global compensation and tax capabilities.

**OMNIA PARTNERS' PARTNERSHIP** – Weichert offers the largest Group Purchasing Organization (GPO) Solution in the Mobility Industry through our relationship with OMNIA Partners since 2006. We have grown that relationship to a 12 million dollar business benefiting both Weichert and OMNIA Partners. The success of this relationship and the knowledge of OMNIA Partners and the GPO value proposition, positions Weichert Workforce Mobility as your best solution to not only service UC and your mobile workforce, but to bring success to the participation in the Master Services Agreement and the revenue opportunities it brings.

Our relationship with OMNIA Partners has allowed us to deliver the most unique value proposition in the mobility industry. UC will experience unparalleled value with unmatched relocation-related resources and have the following attributes available exclusively through Weichert's OMNIA program:

- Exceptional cost control through leveraged pricing, total program ownership and expert supply-chain disciplines.
- A Global Customer Segment dedicated to OMNIA Partners members with centralized management for streamlined execution, global service teams for stronger accountability, quality control assurance and reduced spend.
- Custom Scorecards specifically for OMNIA Partners members with stringent metric goals to drive higher performance and ROI.
- Category Lifecycle Management by OMNIA Partners providing each member "customer of choice status", continuous improvement, contract compliance and scorecard oversight.
- A Biennial Evaluation to evidence contract compliance and best-in-class market competitiveness.

This value proposition is unique to Weichert and offers UC and other participating agencies a level of service and value that you cannot find from our competition.

**SUPPLIER PARTNERSHIPS AND DISCOUNTS.** Weichert's formal Supply Chain Management (SCM) practice is responsible for the qualification, selection, and management of suppliers that comprise our accredited network. We recognize our suppliers as extensions of Weichert and develop formal, mutually respectful partnerships - resulting in high quality scores, continuous total cost of ownership improvements, and quantifiable total value savings. Our **longest-standing partnership is over 20 years**, with the **average tenure of 10-12 years** for our strategic network suppliers. Weichert delivers transparent pricing and practices full disclosure of revenue sources. We require that suppliers apply no up-charge on their costs and we maintain master agreements with major suppliers to prevent cost escalations for the term of the agreement. Additionally, our formal RFP process ensures pricing and terms remain both cost-competitive.

Weichert sources our domestic North America partners through the Weichert Move Network (WMN), with international partners sourced through our in-house freight forwarding option, Movers International. Our freight forwarding arm is a proprietary international moving solution that reduces layers and eliminates the commission or referral fee sharing that traditionally exists between Relocation Management Companies and Freight Forwarders.

The Weichert Move Network is a multi-carrier option (Atlas, Arpin, North American, United, and others) comprising carefully-selected, thoroughly-trained accredited partners who represent the best and most service-oriented van lines in the industry. Our network solution offers significant strengths with approximately 40,000 annual shipments, more than 2,000 vehicles, and a combined 350 years of experience. Our unique move management solution delivers a level of customer service and cost containment that is unmatched in the relocation industry, while providing UC with our Weichert Move Network multi-carrier option or the option to work with UC directed suppliers.

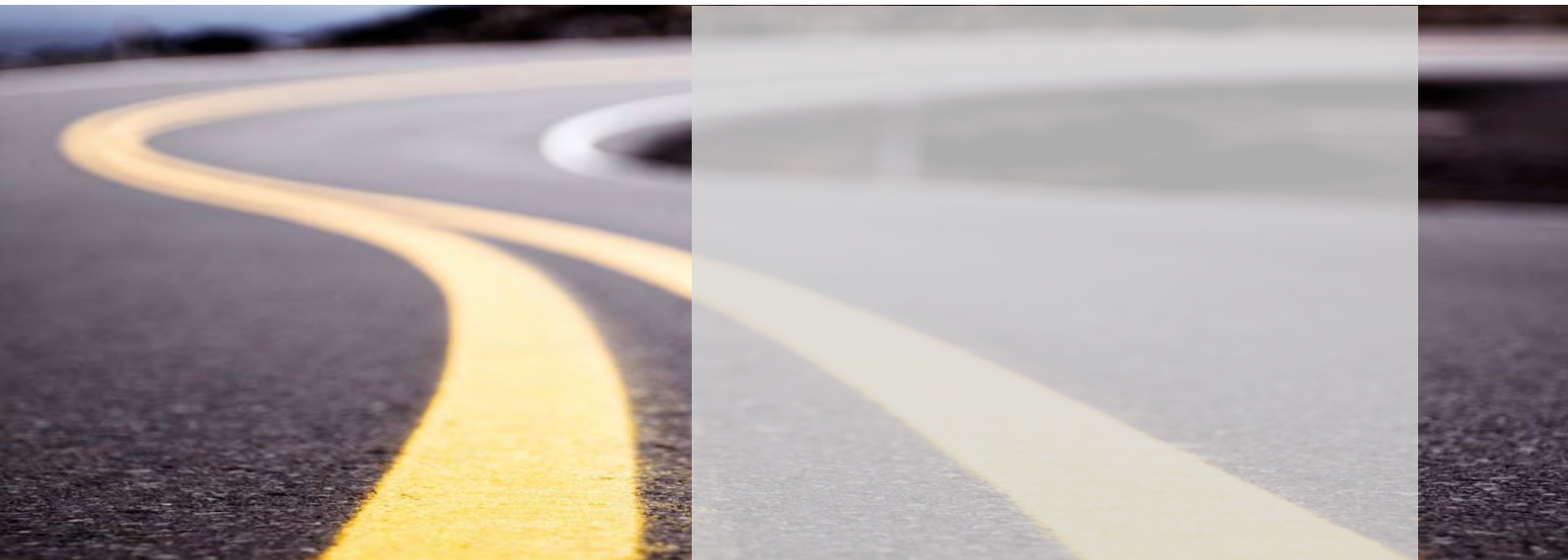
**SINGLE POINT OF MOVE COORDINATION, SUPPLIER MANAGEMENT AND COMPLIANCE.** Through our proprietary network, Weichert offers UC and participating agencies the ability to have van line agent choice while centralizing supplier management. Weichert offers a variety of mover options including agents from Atlas, Arpin, North American, United and several independent agencies. This unique structure provides multiple brands and agent choice based upon regional expertise, agent capacity, timeframes, name recognition and most importantly, quality of service.

Weichert offers a single point of initiation and management. UC and participating agencies initiate and manage Weichert to an agreed upon scorecard. Weichert takes the responsibility of selecting the most qualified mover for each move, ensures all necessary information is passed to that mover, monitors each move, audits invoices and bills from a single source. Critical to the moving process is the ability to have compliance with all governing tariffs along with an independent audit of the moving invoice. Weichert offers that independence to ensure invoices align with estimates and compliance is met with all governing tariffs.

In closing, we recognize UC's desire to find a partner who will not only accelerate your workforce mobility objectives while providing the highest quality of service, but also provides OMNIA Partners with the best opportunity to grow the agency participation in the Master Services Agreement. We hope that you will agree, after reading our proposal, that Weichert Workforce Mobility offers a unique service offering and unmatched experience in the GPO space. We appreciate this opportunity to highlight our proposed solution and are confident in our ability to deliver sustainable value to UC.

Sincerely,

**John Bartoloni**  
Senior Vice President, GPO Segment  
Weichert Workforce Mobility



Propelling Mobility





**MAXIMUM RATES AND RULES  
for the  
TRANSPORTATION OF USED PROPERTY**

**Namely: Household Goods and Personal Effects  
Over the Public Highways within the  
State of California**

**by**

**HOUSEHOLD MOVERS**

**Effective: January 1, 2020**

**BUREAU OF HOUSEHOLD GOODS AND SERVICES  
Department of Consumer Affairs  
State of California**

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For more information about the information in this document, please contact the Bureau of Household Goods and Services at 4244 South Market Court, Suite D, Sacramento, CA 95834; telephone: (916) 999-2041; or visit our website: [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov).

EXPLANATION OF SYMBOLS

- \* Text Added
- \*\* Text Eliminated
- ∅ Text Change
- ◆ Rate Increase

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**SECTION 1**  
**RULES**

**ITEM 4 °  
DEFINITION OF TECHNICAL TERMS**

BUREAU means the Bureau of Household Goods and Services.

CARRIER means a household mover, as defined in the Household Movers Act.

COMPONENT PART means any part of a shipment separately received by the mover whether or not such part is separately delivered by the mover, and any part of a shipment separately delivered by the mover whether or not such part is separately received by the mover.

CONSIGNEE means the person named in the bill of lading to whom or to whose order the household mover is required to make delivery as provided in the bill of lading and that person's agent.

CONSIGNOR means the person named in the bill of lading as the person from whom the household goods and personal effects have been received for shipment and that person's agent.

CREDIT CARD means a card defined in Section 484(d) of the Penal Code of the State of California, other than a card issued by the mover, including bank credit cards and cards issued by major credit card companies.

DEBTOR means the person(s) and/or corporation(s) obligated to pay a freight charge of a mover.

DISTANCE TABLE means Distance Table 8 issued by the Bureau of Household Goods and Services, or successive issues, thereof, or any other distance table authorized by the Bureau for use in connection with rates provided in this tariff.

ELECTRONIC DOCUMENTS means electronic versions of any and all documents and forms required by the MAX 4 Tariff and/or the Household Movers Act, in lieu of paper documents.

ELECTRONIC MEANS is the transmission of electronic documents from mover to shipper, or from shipper to mover, through electronic means such as e-mail.

ELECTRONIC RECORDS means electronic copies of any and all documents, whether electronic or paper in origin, saved by the mover in an electronic format.

ELECTRONIC RETENTION means an electronic storage method used by any mover to save electronic copies of any and all documents, whether electronic or paper in origin, in an electronic format in lieu of paper records.

**ITEM 4 (Continued)**  
**DEFINITION OF TECHNICAL TERMS**

ELECTRONIC SIGNATURE means a method of signing an electronic communication that:

- (1) identifies and authenticates a particular mover as the source of the electronic communication;
- (2) identifies and authenticates a particular shipper as the recipient of the electronic communication; and
- (3) indicates such shipper's approval of the information contained in the electronic communication.

ESTIMATED COST OF SERVICES means a written document prepared by the mover and furnished to the shipper, which shows the total cost estimated by the mover for the services as described thereon.

HOUSEHOLD MOVERS ACT means Chapter 3.1 (commencing with Section 19225) of Division 8 of the Business and Professions Code.

IMAGE CAPTURE TECHNOLOGY means an electronic method of copying a paper document, such as scanning, that electronically reproduces an exact and accurate image of the paper document.

INDEPENDENT-CONTRACTOR SUBHAULER means any mover who renders service for a principal mover, for a specific recompense, for a specific result, under the control of the principal mover as to the result of the work only and not as to the means by which such result is accomplished.

MAXIMUM FIXED RATE means any specific rate named in this tariff. Movers may not charge a higher rate than a maximum fixed rate, except under the rules in Item 108 (Estimated Cost of Services).

MOTOR VEHICLE means any motor truck, tractor or other self-propelled highway vehicle used for transportation of property over the public highways, and any trailer, semi-trailer, dolly or other vehicle drawn thereby.

MOVER means a household mover as defined in the Household Movers Act.

NOT TO EXCEED PRICE means the maximum charge that may be assessed on a shipment, as enumerated on the Agreement for Moving Services, and as entered on the Important Notice about Your Move, subject to any bona fide Change Order for Services.

**ITEM 4 (Continued)**  
**DEFINITION OF TECHNICAL TERMS**

**PACKING** means any accessorial service performed in preparing a shipment (or portion thereof), prior to loading, except services for which rates and charges are otherwise provided in this tariff.

**POINT OF DESTINATION** means the precise location at which property is tendered for physical delivery into the custody of the consignee or his agent. All locations shall be considered as one point of destination, which are within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignee.

**POINT OF ORIGIN** means the precise location at which property is physically delivered by the consignor or his agent into the custody of the mover for transportation. All locations shall be considered as one point of origin, which is within a radius of:

- (a) 50 feet from a single point, or
- (b) 300 feet from a single point on a single piece of property of a single consignor.

**PUC** means the Public Utilities Commission.

**RATE** means any unit charge for service including the rating, governing rules, and the accessorial charges applying in connection with that service.

**SHIPMENT** means a quantity of property tendered for transportation to one mover, at a time, on one shipping document by:

- (a) One shipper at one point of origin for one consignee at one point of destination;
- (b) One shipper at more than one point of origin (or more than one shipper at one or more points of origin) for one consignee or one point of destination (Split Pickup);
- (c) One shipper at one point of origin for one consignee at more than one point of destination (or for more than one consignee at one or more points of destination) (Split Delivery);
- (d) One shipper at more than one point of origin (or more than one shipper at one or more points of destination) (Split Pickup and Delivery in Combination); or
- (e) One or more shippers in a manner described in subparagraphs (a), (b), or (c) above to and from one point of storage-in-transit, except as provided in NOTE 1 of Item 160.

**SHIPPER** means the party who contracts with a mover to cause property to be moved from one place to another.



**ITEM 4 (Concluded)**  
**DEFINITION OF TECHNICAL TERMS**

STORAGE-IN-TRANSIT means storage of a shipment at request of consignor or consignee at one point between point(s) of origin and point(s) of destination for a period not to exceed 90 days.

TERRITORY means one of the territories described in Section 2.

UNIT OF EQUIPMENT means one or more motor vehicles physically connected to form a complete unit.

UNPACKING means any accessorial service performed in connection with delivery of a shipment (or portion thereof), subsequent to unloading, except services for which rates and charges are otherwise provided in this tariff.

**ITEM 8**  
**APPLICATION OF TARIFF – MOVERS**

1. Rates in this tariff are maximum fixed rates, established pursuant to the Household Movers Act. They apply for the transportation of commodities described in Item 12 (Application of Tariff – Commodities) by household movers.
2. The rates and rules named in this tariff shall not apply to transportation by independent-contractor subhaulers when such transportation is performed for other movers. This exception shall not be construed to exempt from the tariff provisions movers for whom the independent contractors are performing transportation services (see NOTE).

NOTE: INDEPENDENT-CONTRACTOR SUBHAULER means any mover who renders service for a principal mover, for a specific recompense, for a specific result, under the control of the principal mover as to the result of the work only and not as to the means by which such result is accomplished.

**ITEM 10**  
**ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC  
RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS**

1. Electronic Documents and Electronic Signatures
  - (a) Use of “electronic documents” and “electronic signatures” as defined in Item 4 of the MAX 4 Tariff (“Definition of Technical Terms”) by the mover and shipper is optional. Both the mover and the shipper must agree to the use of electronic documents and electronic signatures in lieu of using traditional paper methods.

**ITEM 10 (Continued)**  
**ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC  
RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS**

- (b) Electronic documents that have been created as the result of using image capture technology such as scanning to copy an original paper document with a verifiable signature shall meet the requirements of the Household Movers Act (including Business and Professions Code section 19246) and the requirements of any and all items in the MAX 4 Tariff that require a signature.
  - (c) If an existing law or existing rule in the MAX 4 Tariff in effect prior to this rule requires a document to include verification or acknowledgment of receipt by shipper, mover, and/or both, an electronic document may be used only if it provides for electronic verification or acknowledgment of receipt such as an electronic signature.
  - (d) A shipper has the option and right to withdraw his or her consent to conduct business with the shipper by electronic means provided the shipper gives written notice to the mover of his or her withdrawal prior to the shipper signing the Agreement for Moving Services (Item 450) between mover and shipper. Movers are prohibited from charging a shipper a fee in the event of such withdrawal.
  - (e) A shipper has the right to request traditional paper copies of any and all electronic documents related to shipper's business with mover at any time, not to exceed a period of three years from the shipment date, and mover shall provide paper copies to the shipper without charge either in person at mover's place of business, or through fax or U.S. mail within two (2) business days of shipper's request.
  - (f) In the event that a modification needs to be made to any electronic document provided by the mover to the shipper, including those that required an electronic signature by the shipper or the mover or both, the mover shall obtain an original electronic signature from the shipper acknowledging each modification and shall specify the date of modification on the face of the electronic document.
2. Electronic Retention of Documents and Electronic Records
- (a) Any mover may, at his or her option, maintain and retain any and all documents, whether electronic or paper in origin, in an electronic format thereby creating electronic records in lieu of paper records. For example, a mover may save electronic copies of electronic documents, and/or copies of paper documents converted into electronic documents through image capture technology such as scanning, in an electronic format thereby creating electronic records.
  - (b) A mover's use of electronic records shall be deemed to comply with the document retention requirements set forth in the Household Movers Act.
  - (c) Any mover may use an electronic method of copying a paper document, such as scanning or other image capture technology, provided such electronic method

**ITEM 10 (Continued)**  
**ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC  
RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS**

produces an exact and accurate copy of the paper document for the purposes of electronic retention.

- (d) Any mover is prohibited from unilaterally modifying the content of any paper document that is copied into an electronic document. For example, a mover is prohibited from typing information contained in a paper document into an electronic document, as opposed to scanning the paper document, thereby creating a new electronic document.
- (e) Upon demand by the Bureau of Household Goods and Services (Bureau), as specified in the Household Movers Act, including but not limited to Business and Professions Code section 19260.2, a mover shall be able to access its electronic records and provide the Bureau with accurate copies of any and all electronic documents within a reasonable amount of time specified by the Bureau. Such electronic documents shall be produced either electronically or in paper form, or both, depending upon the Bureau's request.
- (f) A mover's inability to access its electronic records and to provide the Bureau with accurate copies within a reasonable amount of time, as specified by the Bureau, may constitute a violation of section 19260.2 of the Household Movers Act, this item, and Item 88 of the MAX 4 Tariff and subject the mover to a fine imposed by the Bureau.
- (g) Any mover may use electronic means to provide a shipper with an electronic copy of Item 450, "Agreement for Moving Services," and shall specify therein the "Not to Exceed Price" for all services. Both movers and shippers are authorized to use electronic signatures to sign Item 450.
- (h) Any mover may use electronic means to provide a shipper with an electronic copy of Item 465, "Important Notice about Your Move," and shall specify therein the "Not to Exceed Price" for all services. Both movers and shippers are authorized to use electronic signatures to sign Item 465.

3. Legal Effect

- (a) Nothing in Item 10 revokes and/or cancels any law, rule, or regulation, set forth in the Household Movers Act and/or in the MAX 4 Tariff, or in any other law, statute, rule or regulation applicable to movers.
- (b) Any and all electronic documents, electronic signatures, and electronic records shall have the same legal effect, validity, and enforceability as traditional paper documents.
- (c) Electronic forms, electronic documents, and electronic records must serve the same purpose and fulfill the same function as their traditional paper counterpart.

**ITEM 10 (Concluded) \***  
**ELECTRONIC DOCUMENTS, ELECTRONIC SIGNATURES, ELECTRONIC  
RETENTION OF DOCUMENTS AND ELECTRONIC RECORDS**

- (d) Incomplete electronic forms and/or documents that lack a required electronic signature/s by mover, shipper, or both, shall not be legally valid.
- (e) An electronic signature shall not be valid if a shipper only has access to an excerpt or summary at the time he or she signs the electronic form and/or document.
- (f) Pursuant to Business and Professions Code section 19275(c), any mover that fails to comply with any of the requirements set forth in Item 10 of the MAX 4 Tariff may be subject to a fine by the Bureau.

**ITEM 12 <sup>o</sup>**  
**APPLICATION OF TARIFF – COMMODITIES**

- 1. Except as otherwise provided by paragraph 2, rates in this tariff apply to transportation of the following used property:
  - (a) Household goods, namely: household or personal effects such as furniture, furnishings, clothing, radios, musical instruments, stoves, and refrigerators.
- 2. Rates in this tariff shall not apply to the following:
  - (a) Office and store fixtures and equipment, namely: furniture, furnishings and equipment such as are used in an office, store, hospital, library, museum, place of learning or other institution.
  - (b) Property transported from, to, or between the place or places of business of a dealer in or auctioneer of the property described in paragraph 1 hereof, in connection with such a business.
  - (c) Property of the United States, state, county, or municipal governments or property transported under an agreement whereby the governments contracted for the mover's service.
  - (d) Baggage, except when transported in mixed shipments under the provisions of Item 56 (Mixed Shipments).
  - (e) Property shipped to or from producers of motion pictures or television shows when transported subject to the rates, rules and regulations provided by Public Utilities Commission Decision 33226, in Cases 4246 and 4434, as amended.
  - (f) Property transported for a displaced person when the cost thereof is borne by a public entity as provided in Government Code section 7262.

**ITEM 12 (Concluded)**  
**APPLICATION OF TARIFF – COMMODITIES**

- (g) Disaster supplies, i.e. those commodities which are allocated to provide relief during a state of extreme emergency or state of disaster; and those commodities which are transported for a civil defense or disaster organization established and functioning in accordance with the California Disaster Act, to ultimate point of storage or use, prior to or during a state of disaster or state of extreme emergency.
- (h) Contents of trailer coaches and campers, or furniture and other personal effects for use outside of trailer coaches, when transported in conjunction with such vehicles.

**ITEM 16 \*\***  
**APPLICATION OF RATES**

1. The rates provided in Item 310 (Distance Rates), Item 320 (Hourly Rates), and Item 330 (Distance Piece Rates) are for the transportation of shipments from point of origin to point of destination; except that Items 310 and 330 do not apply for transportation to or from storage or storage-in-transit. The rates in Item 390 (Transportation To Or From Storage) and Item 320 (Hourly Rates) are for transportation of shipments from point of origin to point of storage or storage-in-transit; or from point of storage or storage-in-transit to point of destination. These rates include pickup and delivery, subject to Item 140 (Flight and Long Carry Rates).
  - (a) For transportation of shipments for distances of 100 miles or less, the distance rates (Item 310 or 390) or hourly rates (Item 320) apply subject to Items 28 (Observance of Quoted Rates and Charges) and 128 (Agreement for Moving Services).
  - (b) For the transportation of shipments for distances in excess of 100 miles, the distance rates (Item 310 or 390) shall apply, subject to Item 20 (Alternative Application of Rates).
2. The rates provided in Item 340 shall apply for the accessorial services of packing, unpacking and sale of containers.
3. The rates provided in Item 136 shall apply for the valuation of all shipments.
4. The unit(s) of measurement specified and agreed to in the Agreement for Moving Services shall govern the application of rates for the shipment.

**ITEM 20  
ALTERNATIVE APPLICATION OF RATES**

In the event two or more rates are named for the same transportation, the lower rate shall apply as the maximum rate, subject to Item 16 (Application of Rates).

**ITEM 24 <sup>ø</sup>  
LEVELS OF RATES QUOTED AND ASSESSED**

1. Rates published in this tariff are maximum fixed rates. Movers may quote and assess levels of rates lower than these published maximum fixed rates (see NOTE).

NOTE: The provisions of paragraph 1 of this item shall not apply to the rate provisions contained in the following parts of this tariff:

- Item 32 (Disposition of Fractions).
- Paragraph 5 of Item 36 (Computation of Time under the Hourly Rates Named in Item 320).
- Paragraph 9(e) of Item 88 (Relationships with the Public).
- Item 92 (Claims for Loss and Damage).
- Paragraph 4 of Item 100 (Delays in Pickup or Delivery).
- Note 3 of Item 140 (Flight and Long Carry Rates).
- Paragraph 1 and Note 2 of Item 160 (Storage-In-Transit).

**ITEM 28  
OBSERVANCE OF QUOTED RATES AND CHARGES**

1. When an Estimated Cost of Services (Estimate) is given, the maximum charges shall be determined under provisions of Items 108, 112, 116, and 120.
2. When an Estimate is not given, the maximum charge shall be the lower of:
  - (a) The Not to Exceed Price listed in the Agreement for Moving Services (Agreement), plus any charges for services noted on a Change Order for Services (Change Order) completed in accordance with Item 120 and after the Agreement is signed.
  - (b) The charges as calculated on the basis of the rates and charges specified in the Agreement, plus any charges for services noted on a Change Order completed in accordance with Item 120 after the Agreement is signed.

**ITEM 28 (Concluded)**  
**OBSERVANCE OF QUOTED RATES AND CHARGES**

3. If mover fails to issue an Agreement in accordance with Item 128, or if such document is issued but does not contain the information specified in subparagraph (a) and (b), rates utilized in determining the charges for service not described or for rates not quoted shall be 65 percent of the maximum fixed rates published in this tariff. If the Agreement does not contain the information specified in subparagraph (c), (d), or (e), rates utilized in determining the charges for all transportation and accessorial services performed shall be the lowest of: (1) 65 percent of the maximum fixed rates published in this tariff; (2) rates quoted in the Estimate; or (3) rates quoted in the Agreement (see EXCEPTION).
- (a) A description of transportation and accessorial services ordered to be undertaken.
  - (b) Rates quoted for the services so described.
  - (c) Not to Exceed Price for all services described.
  - (d) Signature of shipper.
  - (e) Signature of mover.

EXCEPTION: If it is determined that a mover advertises or regularly charges rates lower than 65 percent of the maximum fixed rates published in this tariff, then the mover's advertised or regularly-charged rate level shall be used in determining the charges applicable pursuant to this paragraph.

**ITEM 32**  
**DISPOSITION OF FRACTIONS**

In computing a rate based on a percentage of another rate, the following rule shall be observed in the disposition of fractions.

- (a) Fractions of less than  $\frac{1}{2}$  or .50 of a cent, omit.
- (b) Fractions of  $\frac{1}{2}$  or .50 of a cent or greater, increase to the next whole figure.

**ITEM 36**  
**COMPUTATION OF TIME UNDER THE HOURLY RATES**  
**NAMED IN ITEMS 320 AND 340**

1. In computing charges accruing under the hourly rates contained in Item 320, the time used shall be the total of loading, unloading and double the driving time from point of origin to point of destination, subject to EXCEPTIONS 1 through 3.

EXCEPTION 1 – When the mover is required to perform more than one trip between origin and destination, the time used shall be the total of loading and unloading time, to which will be added double driving time for the first trip from origin to destination and actual driving time for all additional trips between origin and destination for each motor vehicle furnished by mover.

EXCEPTION 2 – When two or more shipments are transported on a unit of equipment at the same time, the time used shall be the total of loading and unloading time plus 25 minutes total driving time for each shipment.

EXCEPTION 3 – When a split pickup, split delivery, or split pickup and split delivery in combination is performed, the time used shall be computed in accordance with the provisions of Items 148, 152, or 156, respectively.

2. When the shipper requests the service of an additional helper or helpers to assist in loading or unloading, but not both, the charge shall be determined by applying the rate per person per hour provided in Item 320 for additional helpers(s) to both the time helper or helpers are engaged in performing these services and double the travel time required for helper(s) to travel from mover's place of business to point of loading or unloading.
3. When two or more units of equipment are furnished for transportation of a single shipment and the driver and/or helper(s) of any one unit assist in loading and unloading another unit, the time such persons are so engaged shall be charged for at the rate provided in Item 320 for additional helpers. During any such interval, time shall not accrue for the unit or units of equipment not being loaded or unloaded.
4. When packing and/or unpacking service is provided on hourly moves, the time actually spent packing or unpacking or both shall be recorded on the shipping document in accordance with paragraph 5 of this item. Rates for packing and unpacking shall be no higher than those provided in Item 340. When packing and unpacking is performed at hourly rates, time shall be the total time actually spent packing or unpacking or both.



**ITEM 36 (Concluded)  
COMPUTATION OF TIME UNDER THE HOURLY RATES  
NAMED IN ITEMS 320 AND 340**

5. A mover's shipping documents shall contain a legible record of all starting and ending times, accurate to the minute, for each phase of service rendered under the provisions of paragraphs 1, 2, 3 and 4 hereof. Such times shall be totaled and the sum converted into hours and/or fractions thereof. Fractions of an hour shall be determined in accordance with the following table:

<u>Over</u>	Minutes	<u>but Not Over</u>	Fractional Hour
0 -----		7 -----	Omit
7 -----		22 -----	1/4
22 -----		37 -----	1/2
37 -----		52 -----	3/4
52 -----		60 -----	1

**ITEM 40 \*  
COMPUTATION OF DISTANCES**

Distances to be used in connection with distance rates provided herein shall be the shortest mileage via any public highway route, computed in accordance with the method provided in the Distance Table or by using a global positioning system (GPS) navigation tool or platform.

**ITEM 44  
UNITS OF MEASUREMENT TO BE OBSERVED**

Rates and charges shall not be quoted or assessed by movers based upon a unit of measurement different from that in which the rates and charges of this tariff are stated.

**ITEM 52  
SHIPMENTS TO BE RATED SEPARATELY**

Each shipment shall be rated separately. Shipments shall not be consolidated or combined by the mover.

NOTE: Component parts of a shipment may be combined under the provisions of Items 148 (Split Pickup), 152 (Split Delivery), or 156 (Split Pickup and Split Delivery Combination).

**ITEM 56  
MIXED SHIPMENTS**

When one or more commodities for which rates are not provided in this tariff are included in the same shipment with commodities for which rates are herein provided, the rate or rates applicable to the entire shipment may be determined as though all of the commodities were ratable under the provisions of this tariff at the combined weight of the mixed shipment; or the commodities for which rates are provided in this tariff may be transported at the applicable rates provided herein and the commodities for which rates are not provided herein may be transported at the rates provided in other tariffs or at rates which might be otherwise applicable, provided separate weights or other authorized units of measurement are furnished or obtained. In the event the latter basis is used, rates no higher than those provided in this tariff shall apply to the entire shipment.

**ITEM 60 ♦  
DIVERTED SHIPMENTS**

1. When shipper or shipper's representative specifically requests a change in destination routing of a shipment after transportation commences, the shipment will be considered to be a diverted shipment.
2. Charges for a diverted shipment transported under the distance rates in Item 310 shall be computed at the applicable rate in effect on the date of shipment from point of origin via each point where diversion occurs to final destination, plus a maximum additional charge of \$58.15 for each diversion.

**ITEM 64  
SHIPMENTS TRANSPORTED BY TWO OR MORE MOVERS**

When a shipment in continuous through movement is transported by two or more movers, the rate level authorized in paragraph 1 of Item 24 from point of origin to point of destination shall be the maximum fixed rate level for the combined transportation. A shipment moving at a Bureau of Household Goods and Services authorized deviated rate level shall be transported from point of origin to point of destination only by the individual mover so authorized to quote and assess such rate level (see EXCEPTION).

EXCEPTION – For the purposes of this item, independent contractor subhaulers shall not be considered as separate mover.

**ITEM 68  
CHARGES COLLECTED BY ONE MOVER FOR ANOTHER**

When charges are collected by one mover for another, a detailed statement of the charges shall be furnished to the collecting mover by the mover for which collection is to be made. Such statement shall be presented to the shipper with the freight bill submitted for payment.

**ITEM 72  
PAYMENT OF COMMISSIONS**

Except where prohibited by law, commissions not to exceed five (5) percent of transportation charges may be paid by movers to persons or corporations not operating as for-hire movers of used household goods and other articles, as described in and for which rates are provided in this Tariff (see EXCEPTION).

EXCEPTION: Movers shall not pay commissions to a shipper, consignee, nor to the employer thereof or the payer of the transportation charges.

**ITEM 76 \*  
REFERENCES TO ITEMS, OTHER TARIFFS, AND OTHER DOCUMENTS**

Unless otherwise provided, references herein to Bureau regulations, PUC General Orders or item numbers in this or other tariffs include amendments and successive issues of such items or documents.

**ITEM 80  
WEIGHTS AND WEIGHING**

1. The weight to be used in assessing charges stated on a weight basis shall be the weight of property tendered for transportation. Such weight shall not include the weight of pads, empty containers, dollies, hand trucks or other mover equipment.
2. Prior to delivery and unloading of a shipment transported under distance rates contained in Item 310 or 390, the mover shall arrange to determine the weight of such shipment by obtaining a weighmaster's certificate or weight ticket. On shipments estimated as weighing less than 1,000 pounds, the mover may have the shipment weighed over platform or hand scales in lieu of obtaining a weighmaster's certificate, provided a written statement of weight signed by the weigher is obtained.
3. No charge shall be made for such weigh service.

**ITEM 80 (Concluded) \*/\*\*/◆  
WEIGHTS AND WEIGHING**

4. In instances where more than one weigh-master's certificate or weight ticket has been obtained covering the same shipment, the lowest of the net scale weights shall be used in computing the applicable charges.
5. The mover, upon request of shipper, owner, or consignee, when made prior to delivery of a shipment and when practicable to do so, will reweigh the shipment. No charge will be made if the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weights on shipments weighing more than 5,000 pounds. The lower of the two net scale weights shall be used for determining applicable charges. If the difference between the two net scale weights is less than stated above, an additional charge of up to \$49.90 may be assessed for each such re-weighing service requested.
6. When requested by the shipper, the mover will notify shipper by telephone, email, or fax (as requested) of weight and/or charges.

**ITEM 84 \*  
NOTIFICATION TO SHIPPER OF CHARGES**

Whenever the shipper specifically requests notification of the actual weight and charges on a shipment rated under distance rates in Item 310 or 390 and supplies the mover with an address, telephone, email address, or fax number, the mover shall comply with such request immediately upon determining the actual weight and charges.

**ITEM 88  
RELATIONSHIPS WITH THE PUBLIC**

1. Any mover doing business under one or more fictitious names shall, with respect to each fictitious name, comply with Business and Professions Code of California, Chapter 5, Part 3, Division 7, entitled, "Fictitious business names". To show compliance, the mover shall file with the Bureau certified copies of fictitious business name statements and affidavits of publication required to be filed with the county clerk for mover's principal place of business.
2. Upon abandonment of fictitious business name, any mover doing business under one or more fictitious names shall file with the Bureau a statement of abandonment of fictitious business name.

**ITEM 88 (Continued) \***  
**RELATIONSHIPS WITH THE PUBLIC**

3. Movers shall show the following information on their stationery, shipping documents, and related forms:
  - (a) All names, both real and fictitious, used by the mover in conducting its operations.
  - (b) The address of its principal place of business, designated as such, and of such local offices as may be desired where business with the public is conducted.
  - (c) Identification of the name under which the particular transportation is performed where more than one name is listed.
  - (d) The mover's Bureau issued number (CAL-T \_\_\_\_\_).
4. The mover's books of account shall separately show the revenues derived from operations conducted under each name used by mover.
5. Movers listing more than one name in the classified section of a telephone or online directory shall cross-reference each name to all other names listed.
6. Movers shall not advertise rates in any telephone or online directory.
7. Printed advertising matter, including hand bills, newspaper advertising, classified telephone directory listings, and advertisements which advertise or solicit the intrastate movement of used household goods shall show the household mover's "T" number as issued by the Bureau. The number shall be printed in this manner: "CAL-T \_\_\_\_\_."
8. Movers shall not, in any manner, misrepresent their rates nor the scope of services offered to the public. Specifically, movers shall:
  - (a) Not advertise or otherwise represent themselves under any name different from that under which their effective permits are issued by the Bureau.

EXCEPTION: Movers who are duly authorized agents for other movers, as defined herein, or motor carriers operating in interstate commerce under federal jurisdiction, may advertise and represent themselves as such an agent.
  - (b) Make it clear to the customer whether the mover is acting on its own authority or as an agent for another mover.
  - (c) Not advertise or otherwise represent that the mover's operations are conducted at addresses or locations where the mover or its duly authorized agent does not maintain a place of business. The location of a telephone answering service is not "a place of business" as such term is used in this item.

**ITEM 88 (Continued)**  
**RELATIONSHIPS WITH THE PUBLIC**

- (d) Not include misleading descriptions or displays of nonexistent facilities or equipment in any advertising.
  - (e) Not willfully quote or estimate a lower rate or charge knowing the actual rate or charges will be more than the quote or estimate.
9. Movers shall furnish to each prospective shipper a copy of the information specified in Item 470 of this tariff, the Important Information for Persons Moving Household Goods booklet. The format may be that which the individual mover finds most convenient. If the shipper received, from any source, all information contained in Item 470 in a readable form, this item's requirements will have been met (see NOTES 1 and 2).
- (a) This informational material shall be furnished to the prospective shipper at time of first in-person contact between mover's personnel and the shipper or shipper's representative or when the Agreement is given to the shipper.
  - (b) If a move is arranged and confirmed by mail, the internet, or telephone, and no in-person contact with the prospective shipper is made prior to the day of the move, the mover shall provide the prospective shipper with a copy of the informational material set forth in Item 465 of the MAX 4 Tariff prior to moving day by e-mail with an electronic copy of the Agreement for Moving Services (Item 450) attached. If sufficient time remains, the mover may send the informational material with a paper copy of the Agreement for Moving Services by regular mail. Attaching an electronic link to a website with the informational material or the Agreement for Moving Services is prohibited and does not comply with this item.
  - (c) The mover performing the move must obtain the shipper's signature on the Agreement for Moving Services before the move begins that the shipper has received the informational material from the mover or another source.
  - (d) All receipts for the information shall be retained in the mover's records for a period of three years and shall include name of shipper, carrier bill of lading number, date and signature of shipper (see NOTE 1).
  - (e) Any mover performing transportation of goods described in Item 12 who has not complied with paragraph 9 of Item 88 in its entirety shall pay the shipper \$100 upon completion of the move.
10. Movers shall follow all applicable rules set forth in Item 10 regarding the use of electronic documents, electronic signatures, and electronic document retention.

NOTE 1: For the purpose of this item, the prospective shipper is the owner of the tendered used household goods, regardless of who pays the freight charges.

**ITEM 88 (Concluded)**  
**RELATIONSHIPS WITH THE PUBLIC**

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and shipping documents must reference the Master Agreement where appropriate.

**ITEM 92 <sup>ø</sup>**  
**CLAIMS FOR LOSS AND DAMAGE**

1. Written Claims Required

A claim for loss or damage need not be voluntarily paid by a mover unless filed in writing as provided in paragraph 2 below. The claim must be filed with either the receiving or delivering mover, mover issuing the shipping document, or mover on whose line the alleged loss or damage occurred. The claim must be filed within the specified time limits established in paragraph 14 and as otherwise required by law, the term of the shipping document or other contract of carriage, and all applicable tariff provisions.

2. Minimum Filing Requirements

A written communication from a claimant filed with a mover within the time limits specified in paragraph 14 of this item will be considered in compliance with the provisions for filing claims if it contains the following information:

- (a) facts sufficient to identify the shipment (or shipments) of property involved;
- (b) assertion of liability for alleged loss or damage; and
- (c) claims for payment of a specified or determinable amount of money.

3. Documents to Support Claims

Bad-order reports, appraisal reports of damage, notations of shortage or damage, or both, on freight bills, delivery receipts, or inspection reports issued by movers or their inspection agencies, whether the extent of loss or damage is indicated in dollars or not, may be used to support a written claim filed in accordance with paragraph 2 of this item, but may not be filed in lieu of a written claim.

4. Claims Filed for Uncertain Amounts

Whenever a claim is presented against a mover for an uncertain amount, such as "\$100 more or less," the mover will determine the condition of the shipment involved at the time of delivery and will ascertain as nearly as possible the extent of the loss or damage for which it may be responsible. The mover need not, however,

**ITEM 92 (Continued)**  
**CLAIMS FOR LOSS AND DAMAGE**

voluntarily pay a claim under such circumstances unless and until a claim in writing for a specified or determinable amount of money has been filed in accordance with the provisions of paragraph 2 of this item.

5. Other Claims

If investigation of a claim reveals that one or more other movers had been presented with a similar claim on the same shipment, the mover investigating such claim will communicate with each other mover and prior to any agreement entered into between or among them as to the proper disposition of such claim or claims, will notify all claimants of the receipt of conflicting or overlapping claims and will require further substantiation on the part of each claimant of his title to the property involved or his right with respect to such claim.

6. Concealed Damage or Shortage

The mover must be promptly notified after discovery of concealed damage or shortage and be given reasonable opportunity to inspect the shipment and packing. The mover will promptly and thoroughly investigate the claim and will establish a claim file in connection therewith.

7. Supporting Documents

When necessary for an investigation, each claim must be supported by a duplicate shipping document (if not previously surrendered to the mover) and the original paid bill for transportation services or a copy thereof. For each article claimed, the nature and extent of damage must be identified, as well as the basis for amount claimed, i.e. date article purchased, original cost, amount of depreciation, actual cash value at time of loss or damage, and in the case of damage, repair estimate.

8. Verification of Loss

When an asserted claim for loss of an entire package or an entire shipment cannot be otherwise authenticated upon investigation, the mover will obtain from the consignee a certified written statement that the property for which the claim is filed has not been received from any source.

9. Satisfaction of Claim

The mover may satisfy a claim by repairing or replacing the property lost or damaged with materials of like kind, quality and condition at time of acceptance by the mover.



**ITEM 92 (Continued)**  
**CLAIMS FOR LOSS AND DAMAGE**

10. No Liability Following Deliveries

The mover shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper, or the authorized agent. When the mover is directed to unload or to deliver property (or render any services) at a place or places at which the consignee or its agent is not present, the property shall be at the risk of the owner after unloading or delivery. Notwithstanding these provisions, no claim against a household mover shall be denied solely because the lost or damaged goods were not noted at the time of delivery.

11. No Liability at Origin Prior to Loading

Where the mover is directed to load property from (or render any service at) a place or places at which the consignor or its agent is not present, the property shall be at the risk of the owner before packing and loading.

12. "Pairs and Sets" Liability

The mover's liability regarding sets or matched pieces shall be limited to repair or replacement of the lost or damaged piece(s) only and shall not extend to repair or replacement of the entire set; but in no event exceed the limits of liability as set forth in Item 136 hereof.

**ITEM 92 (Continued)  
CLAIMS FOR LOSS AND DAMAGE**

**13. Constructive Weight of Packed Interior Shipping Containers**

When the liability of mover is to be measured by the weight of the article lost or damaged and the article is packed in an interior shipping container, in the absence of specific evidence to the contrary, such interior shipping container will be deemed to have the following weight:

<u>Container</u>	<u>Weight Per Container (In Pounds)</u>
DRUM, DISH-PAK	60
CARTONS:	
Less than 1½ cu. ft.	20
1½ - Less than 3 cu. ft.	25
3 - Less than 4½ cu. ft.	30
4½ - Less than 6 cu. ft.	35
6 - Less than 6½ cu. ft.	45
6½ cu. ft and over	50
Wardrobe carton	50
Mattress or box-spring carton (Not exceeding 54" x 75")	60
Mattress or box-spring carton (Exceeding 54" x 75")	80
Crib mattress carton	22

NOTE 1: Cartons containing books or phonograph records will be deemed to weigh 50 pounds.

NOTE 2: Cartons containing lampshades will be deemed to weigh 10 pounds.

NOTE 3: Items not identified on the inventory as to contents will be settled by using the heaviest weight on the schedule for the container.

**14. Time Limit for Filing Claims**

As a condition precedent to recovery, a claim for any loss or damage must be filed in writing with the mover within nine (9) months after delivery to consignee as shown on shipping document, or in case of failure to make delivery, within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against the mover within two (2) years and one (1) day from the date when notice in writing is given by the mover to the claimant that mover has disallowed the claim or any part or parts specified in the notice. Where a claim is not filed or suit is not instituted in accordance with the foregoing provisions, the mover shall not be liable and such claim need not be paid.

**ITEM 92 (Continued)**  
**CLAIMS FOR LOSS OR DAMAGE**

15. Acknowledgement and Settlement by Mover

Every mover receiving a written claim for loss or damage to property transported by it shall acknowledge receipt of such claim in writing to claimant within 30 days after receipt by the mover or mover's agent. The mover shall, at the time claim is received, record date of receipt.

Every mover receiving a written claim for loss or damage to property transported by it shall, in writing, pay, decline to pay, or make a firm compromise settlement offer to claimant within 60 days after receipt of claim by the mover or its agent. If the mover declines to pay or offers a lesser amount than sought, the mover shall, in writing, state the basis for denial or reduction.

If, for reasons beyond the control of the mover, the claim cannot be processed and disposed of within 60 days after receipt, the mover at that time and at the expiration of each succeeding 30-day period while the claim remains pending, shall advise claimant in writing of the status of the claim and reasons for the delay in making final disposition thereof, and shall send a copy of such letter to the Bureau of Household Goods and Services, Division of Household Movers, 4244 South Market Court, Suite D, Sacramento, CA 95834.

16. Claim Register

Every mover of used property as provided in this tariff, shall maintain a claim register showing, for each cargo loss and damage claim received, the claim number, date and amount; the shipping order or freight bill number and date; name of claimant; kind of commodity; date claim was paid; total amount paid (or date claim was disallowed and reasons); amount of salvage recovered, if any; amounts reimbursed by insurance companies, connecting mover, or other, and the amount absorbed by the mover. Each claim received shall be entered in the register and should be supported by the complete file of claim papers. However, if the original claim papers are retained by insurance companies, connecting movers or other, the mover's records shall contain copies of all documents and an acknowledgment from the party retaining the claim file that the original papers are in its possession.

17. Salvage

Whenever property transported by a mover is damaged or alleged to be damaged and, as a consequence, is not delivered or is rejected or is refused upon tender to the owner, shipper, or consignee, the mover may follow the salvage rules. The mover must give due notice to the owner and other parties that may have an interest in the property, whenever practicable to do so. After giving notice, the mover, if not advised to the contrary by the interested parties, will undertake to sell or dispose of such property directly or by the employment of a competent salvage

**ITEM 92 (Concluded)**  
**CLAIMS FOR LOSS AND DAMAGE**

agent. The mover will dispose of the property only in a manner that will fairly and equally protect the best interests of all persons having an interest therein. The mover will make an itemized record sufficient to identify the property involved so as to be able to correlate it to the shipment or transportation involved, and claim, if any filed thereon. The mover will also assign to each lot of such property a successive lot number and note that lot number on its record of shipment and claim, if any claim is filed.

Upon receipt of a claim on a shipment on which salvage had been processed in the manner described, the mover will record in its claim file the lot number assigned, the amount of money recovered, if any, for the disposition of such property, and the date of transmittal of such money to the person or persons lawfully entitled to receive the same.

**ITEM 94 ♦**  
**CLAIM SETTLEMENT SERVICE CHARGE**

1. Upon request of a party, person, firm or establishment assuming liability for loss or damage in excess of the mover's liability for a shipment on which credit has been extended by a mover applicable to such shipment, the mover will:
  - (a) Investigate any loss or damage claim;
  - (b) Arrange for the repair of all damaged articles when appropriate and make equitable settlement with shipper for all lost and damaged articles for which repair is not deemed appropriate. The mover assumes only that portion of the amount required to settle the claim for which it is liable and any additional amount is to be borne by the person or firm assuming excess liability; and
  - (c) Render to the person or firm assuming excess liability an invoice payable in seven (7) days for the amount required to settle the claim which exceeds the mover's liability, plus the charge provided for in this item.

2. The charge for all services described shall not exceed \$96.05 per shipment.

NOTE: Any charges or portions thereof for services of others engaged at the request of the person or firm assuming excess liability, which are over and above the amount for which the mover is liable under its bill of lading, will at the expense of such person or firm and will be in addition to all other rates and charges.

**ITEM 96 \*/\*\***  
**INABILITY TO MAKE DELIVERY**

1. In all instances where a mover is unable to locate the consignee, notification of inability to make delivery will be mailed, faxed, or emailed to the consignee, consignor, and owner, or written notice delivered to the premises where actual delivery was to be made and to any other notifying address. The shipment will then be placed in the nearest warehouse of the mover or at the mover's option, in a public warehouse. Upon placement in a public warehouse, the mover's liability shall cease and liability shall thereafter be that of the warehouseman in possession.
2. In all instances when the consignee is unable to take delivery or declines to accept delivery of the shipment, or where the shipment remains in the mover's possession pursuant to instructions of the shipper or consignee and is not accorded storage-in-transit under provisions of Item 160, the shipment will be placed in the nearest warehouse of the mover or at the mover's option, in a public warehouse. Upon such placement, the mover's liability shall cease and liability shall thereafter be that of the warehouseman in possession.
3. In cases where a subsequent delivery is made, charges shall be assessed for the subsequent delivery on the basis of rates lawfully applicable from the mover's warehouse or from a public warehouse to point of destination.

**ITEM 100 \*/\*\***  
**DELAYS IN PICKUP OR DELIVERY**

1. If a mover agrees with a shipper to pick up a shipment of used household goods on a specified date and/or time and is unable to fulfill that commitment, the mover shall notify the shipper (or person designated by the shipper) by telephone, fax, or email as it becomes apparent that a promised date and/or time will not be met.
2. Whenever a mover is unable to make delivery of a shipment of used household goods on the date or during the time period specified in the shipping order, the mover shall notify the shipper (or person designated by the shipper) by telephone, fax, or email of the date on which the shipment will be delivered. Such notification shall be given not less than 24 hours prior to the date or during the period shown on the shipping order, except when the circumstances causing the delay occur at a later time, in which case the notice shall be given as soon as possible, but in no event more than 24 hours after the occurrence. This requirement shall not apply when the mover is unable to obtain a mailing address, email address, or telephone number for such notification from the shipper.

**ITEM 100 (Concluded) \*\*  
DELAYS IN PICKUP OR DELIVERY**

3. The shipper may present claims for reimbursement for damages due to mover negligence in failing to: 1) pick up a shipment on the date promised or 2) deliver a shipment on the date or during the time period specified in the shipping order, Agreement for Moving Services, or other contract of carriage. The mover shall respond in accordance with Item 92, paragraph 15.
4. When requested in writing by the shipper, the mover will pick up a shipment on an agreed date and deliver the shipment within a span of two consecutive agreed dates. If pickup or delivery is not made on agreed dates, the mover shall pay the shipper \$100 per day for each and every day pickup or delivery is delayed. This payment shall be in addition to any claim filed pursuant to paragraph 3 above. A written claim for such allowance shall be made within 30 days of delivery.

EXCEPTION: Shall not apply to shipments weighing less than 5,000 lbs. and/or transported less than 75 miles.

**ITEM 104  
COLLECTION OF CHARGES**

1. Transportation and accessorial charges may be collected by movers prior to relinquishing physical possession of shipments entrusted to them for transportation. Whether the mover believes other charges are due or not, the mover must unload a shipment at destination upon payment of the Not to Exceed Price, plus all charges on valid Change Orders for Services. Payment of charges may be made by credit card, which shall be considered to be payment in cash for the purpose of this item (see NOTE).
2. Upon taking sufficient precautions to assure payment of charges, movers may relinquish possession of freight in advance of payment of charges thereon and may extend credit in the amount of charges to those who undertake to pay them, such persons herein being called debtors.
3. Where a mover has relinquished possession of freight and collected the amount of charges represented in the freight bill presented by it as the total amount of such charges, and another freight bill for additional charges is thereafter presented to the debtor, the mover may extend credit in the amount of such additional charges.
4. Freight bills for all transportation and accessorial charges shall be presented to debtors within seven (7) calendar days from the first 12 o'clock midnight following delivery of the freight.

**ITEM 104 (Concluded)**  
**COLLECTION OF CHARGES**

5. Debtors may elect to have their freight bills presented by means of the United States mail, and when the mail service is so used the time of mailing by mover, as evidenced by postmark, shall be deemed to be the time of presentation of the freight bills.
6. For the purpose of this item, the mailing by debtor of satisfactory means (to mover) of payment of freight charges, such as valid checks, drafts, or money orders, within the allowed credit period may be deemed to be the collection of charges within the credit period. In case of dispute as to time of mailing, the postmark shall be accepted as showing such time.

NOTE: A household mover holding a valid permit from the Bureau of Household Goods and Services has a lien on used household goods and personal effects to secure payment in the amount of the Not to Exceed Price as agreed to in writing by the consignor in accordance with Items 128 and 130, including the amount of any bona fide Change Order issued under Item 120, for transportation and additional services ordered by the consignor. No lien attaches to food, medicine, or medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child. Upon payment to the mover of the amount of the Not to Exceed Price, plus the amount of any bona fide Change Order, the lien is extinguished and all household goods and personal effects shall be released to the consignee.

**ITEM 108 \***  
**ESTIMATED COST OF SERVICES**

1. Mover's Estimated Cost of Services
  - (a) Every mover of household goods may give a shipper an estimate of costs for the proposed services. The estimated cost shall be given only after visual inspection of the goods to be moved and shall be in writing.
  - (b) The Estimated Cost of Services form (Estimate) shall contain all the information in Item 420. Across the top of each form shall be imprinted in red letters, not less than 1/8 inch high and in capital letters, "ESTIMATED COST OF SERVICES". The note entitled "IMPORTANT NOTICE" indicated in Item 420 shall be imprinted in not less than 10 point, bold, and Universal or Gothic.
  - (c) The estimator shall:
    - (1) Base the Estimate on information contained in the Basis for Mover's Estimated Cost of Services as indicated in Items 112 and 400 (see NOTE).

**ITEM 108 (Continued)**  
**ESTIMATED COST OF SERVICES**

NOTE: The table of Measurements and Estimate set forth in Item 410 shall also be used in connection with estimating charges based on weight.

- (2) Consider all factors affecting the move at origin such as:
  - (a) flights
  - (b) long carries
  - (c) elevators
  - (d) hoisting and lowering
- (3) Execute required documents completely and properly.
- (4) Use cubic measurements no less than those shown for each article on the Table of Measurements and Estimate contained in Item 410 and determine the approximate weight of the shipment by multiplying total cubic feet of the shipment by seven (7) pounds per cubic foot for those shipments whose charges are based on weight.
- (d) The Estimate shall be signed by the mover's estimator and duplicate given to shipper.
- (e) If total charges calculated in the Estimate exceed total charges calculated using the maximum fixed rate, the estimator shall note the difference in total charges on the Estimate.
- (f) The original document shall be retained by the issuing mover, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from the date of the freight bill or shipping order or from the date of the Estimate if the mover does not perform the transportation.

2. Maximum Charges to Be Assessed by Mover on Estimated Services.

- (a) When an Estimate is issued no less than three (3) days before the day of the move, the maximum charge shall be the lesser of the following:
  - (1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which may exceed the charges calculated using the maximum fixed rate.
  - (2) The charges calculated using the rates quoted in the Agreement for Moving Services (Agreement), multiplied by the actual units of measurement.

NOTE: Rates quoted on a Change Order to an Estimate may exceed maximum fixed rates when both the Change Order and Estimate are issued no less than three (3) days before the day of the move.



**ITEM 108 (Concluded)**  
**ESTIMATED COST OF SERVICES**

EXCEPTION to 2(a): If the mover and shipper agree, the amount of the estimate will be both the maximum and minimum amount due for services described in the Estimate, the amount charged will be the amount of the Estimate. Agreement between the mover and shipper must be noted on both the Estimate and the Agreement by the mover applying minimum weights, hours, or dollar amounts, producing a price equal to the total Estimated Cost of Services. In this case, weighing the load or recording hours is not required.

- (b) When an Estimate is given less than three (3) days before the day of the move, the maximum charge shall be the lesser of the following:
- (1) The amount of the Estimate (plus the charges on a Change Order, if applicable), which shall not exceed the charges calculated using the maximum fixed rate.
  - (2) The charges calculated using the rates quoted in the Agreement, multiplied by the actual units of measurement.

NOTE: No less than three days before the move means on or before the third day of the move. For example, if Saturday is the day of the move, to exceed maximum fixed rates, the Estimate must be given on or before Wednesday.

**ITEM 112 <sup>o</sup>**  
**BASIS FOR MOVER'S ESTIMATED COST OF SERVICES**

1. The mover shall complete the Basis for Mover's Estimated Cost of Services (Basis for Estimate) only after the estimator visually inspects the goods prior to determining the estimated cost of requested services. Such document shall be signed by the shipper or shipper's representative and a duplicate given to the shipper.
2. The Basis for Estimate shall contain all the information set forth in Item 400. Across the top of each form shall be imprinted in red letters, not less than 1/8 inch high in capital letters, "BASIS FOR MOVER'S ESTIMATED COST OF SERVICES". The contents of the form shall also contain two shipper statements as indicated in Item 400, imprinted in letters not less than 10-point bold, Universal or Gothic.
3. The original document shall be retained and preserved by the issuing mover, subject to Bureau inspection, for a period of not less than three (3) years from the date of the freight bill or shipping order, or from the date of the Basis for Estimate if the mover does not perform the transportation.

**ITEM 116 <sup>ø</sup>**  
**TABLE OF MEASUREMENTS AND ESTIMATE**

1. The mover shall complete the Table of Measurements and Estimate when estimating charges on any shipment that will include service for which rates in this tariff are based on weight or cubic feet.
2. The Table of Measurements and Estimate shall be in the form set forth in Item 410 or a form containing the complete contents of Item 410 (see NOTE).
3. The Table of Measurements and Estimate contained in Item 410 shall be printed on the reverse side of Basis for Mover's Estimated Cost of Services contained in Item 400.
4. The total cubic footage determined under the provisions of this item shall be multiplied by seven (7) to determine total approximate weight in pounds.

NOTE: Forms prepared or completed electronically on the job will be acceptable provided all requirements of this item are met.

**ITEM 120 <sup>ø</sup>**  
**CHANGE ORDER FOR SERVICES**

1. If shipper asks for additional services or adds additional articles to the shipment, not covered in the Basis for Mover's Estimated Cost of Services or the Not to Exceed Price on the Agreement for Moving Services (Agreement), the mover shall prepare in duplicate a Change Order for Services in the form contained in Item 440. Such document shall be signed by the mover and shipper prior to commencement of performance of any specified service and the signed original delivered to shipper prior to or at time service is begun. The document shall contain the following information:
  - (a) Date.
  - (b) Shipping order/bill of lading number.
  - (c) Name, address and CAL-T number of mover or movers.
  - (d) Description of additions to the shipment (itemize additional articles only).
  - (e) Description of additional transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
  - (f) Rates to be applied to additional articles or services.
  - (g) Valuation of shipment, if different from that provided on the Agreement (subject to Item 136).
  - (h) The following statements, placed in an appropriate area of the document in letters not less than 10-point bold, Universal or Gothic:

**ITEM 120 (Concluded) <sup>o</sup>  
CHANGE ORDER FOR SERVICES**

(1) THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICE NO. \_\_\_\_\_ DATED \_\_\_\_\_ WITH (MOVER'S NAME) \_\_\_\_\_ REQUESTS THE ADDITIONAL SERVICES AND CHARGES AS INDICATED ON REVERSE OF THIS FORM.

(2) THE ARTICLES LISTED WILL BE INCLUDED IN THE VALUATION DECLARED IN THE AGREEMENT FOR MOVING SERVICES UNLESS A CHANGE IS REQUESTED.

(3) I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH IN THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. MOVER IS NOT REQUIRED TO EXTEND CREDIT IN THE AMOUNT OF THE CHARGES ACCRUED FOR THE ABOVE ADDITIONAL SERVICES. I HAVE READ THIS CONTRACT AND AGREE WITH THE PROVISIONS HEREIN, AND HAVE RECEIVED A COPY.

(i) The following statement placed in an appropriate area of the document in letters not less than 12-point bold, caps:

**I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED"** \_\_\_\_\_.

(Initial)

(j) Signature of mover and shipper or shipper's representative.

2. A duplicate document shall be retained and preserved by the issuing mover, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from date delivered.

**ITEM 128  
AGREEMENT FOR MOVING SERVICES**

1. The mover shall prepare an Agreement for Moving Services (Agreement) for all shippers who provide information in sufficient detail for the mover to complete the Agreement, regardless of shipper commitment to engage services of that mover. An original or copy of such document shall be delivered by mail, or other convenient means, to shipper no less than three (3) days before the day of the move. Failure to deliver the Agreement in a timely manner or to complete the document as required herein will result in rates being assessed in accordance with Item 28, paragraph 3. Such document shall be complete in details, including the mover's initial signature

**ITEM 128 (Continued) <sup>o</sup>**  
**AGREEMENT FOR MOVING SERVICES**

binding the mover to the quoted rates. The Not to Exceed Price and mover's final signature must be added no later than the day of the move, but prior to performing any service in commencement of the move.

NOTE: No less than three (3) days means the Agreement must be in the hands of shipper on the third day before the day of the move. For example, if Saturday is the day of the move, the Agreement must be in the hands of shipper on Wednesday.

EXCEPTION 1: If shipper's first contact with the mover is less than three (3) days before the day of the move, the Agreement may be completed on the day of the move.

EXCEPTION 2: No less than three days before the move begins, the mover must provide the shipper with either a completed Agreement (except for the Not to Exceed Price and final mover signature) or a blank Agreement so a shipper who elects to waive advance receipt of the Agreement can still see the other standard terms, conditions, and limitations printed on the Agreement and be informed of what items (e.g., written rate quotation) are being waived. The shipper's signature waiving advance receipt of the Agreement may be obtained on the day of the move, but issuance of a fully completed Agreement on the day of the move before the move begins, including the Not to Exceed Price, can never be waived.

EXCEPTION 3: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and shipping documents must reference the Master Agreement where appropriate.

2. The Agreement shall be signed by the mover and shipper prior to commencement of performance of any specified service, and the signed original or duplicate delivered to shipper prior to or at time service is begun. Such document shall contain the following information:
  - (a) Name, address and CAL-T number of mover or movers.
  - (b) Date move is tendered.
  - (c) Date Agreement issued.
  - (d) Date and time of pickup requested or other arrangement.
  - (e) Names of shippers and consignees.
  - (f) Name, address or telephone number of party to be notified (see NOTE 1).
  - (g) Description of notification and delivery arrangements.

**ITEM 128 (Continued)**  
**AGREEMENT FOR MOVING SERVICES**

- (h) Points of origin and destination.
- (i) Description of shipment, in sufficient detail to determine the articles and services included in the Not to Exceed Price.
- (j) Description of transportation and accessorial services to be performed (including number of helpers and number of packers to be provided).
- (k) Rates and charges quoted for the services described in the documents, including any minimums (hours, weights, packing materials and per pound valuation requirements) (see NOTE 2).
- (l) Valuation of shipment (see NOTES 3 and 4).
- (m) Signatures of mover and shipper.
- (n) Name, address and telephone number of a person to whom notification is provided for in Item 100 shall be given, except when this cannot be obtained from shipper.
- (o) Preferred delivery date or time period within which delivery may be expected at destination.
- (p) Whether payment is to be made in cash, check, or by credit card.
- (q) A Not to Exceed Price showing the maximum amount that may be charged for services listed. This will be the total amount shown on the Estimated Cost of Services, when issued, plus the total amount shown on any Change Order for Services (Change Order) issued before the Agreement is signed. Change Orders issued after the Agreement is signed will affect the Not to Exceed Price directly (see NOTE 5).
- (r) A Consumer Protections and/or Waivers section as set forth in Item 450. Each of the following elements shall be included:
  - (1) Explanation of the mover's obligation to ensure the shipper has received the booklet "Important Information for Persons Moving Household Goods." The shipper must initial a statement "I have received the booklet".
  - (2) Explanation of all loss and damage protection options. The shipper shall make a valuation declaration.
  - (3) Explanation of the mover's obligation to ensure the shipper has the Agreement no less than three (3) days before the day of the move, and the conditions under which said obligation is nullified.
  - (4) Shipper's signature.

**ITEM 128 (Continued)**  
**AGREEMENT FOR MOVING SERVICES**

3. The form of the Agreement in Item 450 will be suitable and proper. The format may be that most convenient for mover. Such form may be combined with the shipping document into a single document, provided that:
  - (a) such single document (and its issuance) is in compliance with the provisions of this item and Item 132;
  - (b) such single document is properly identified as to what it purports to be; and
  - (c) the mover maintains a copy of the signed Agreement separate from the shipping document.
4. The original or duplicate documents (including a Master Agreement if one is referenced) shall be retained and preserved by the issuing mover, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from date issued for all documents except Master Agreements. Master Agreements shall be retained for a period of not less than three (3) years from date of expiration or cancellation.
5. The mover must relinquish possession of the shipment upon payment of the applicable Not to Exceed Price plus the charges for all services listed on a Change Order issued after the Agreement is signed. Charges collected by the mover in excess of those based on rates quoted in the Agreement, Estimate, and/or Change Order shall be refunded to debtor within ten (10) days of collection.
6. In the event of conflicting valuation declarations, valuation protection levels and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order that indicates different valuation figures or levels is issued.

NOTE 1: The mover shall request of the shipper, a notification party and notification address or telephone number. When the shipper cannot furnish such information, or declines to do so, that fact must be shown on the document.

NOTE 2: The following statement shall be placed upon the document:

**IMPORTANT NOTICE**

- (a) No rates higher than the Maximum Fixed Rates promulgated in the Bureau of Household Goods and Services' Maximum Rate Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued three (3) days or more before the day of the move.

**ITEM 128 (Concluded) \*/<sup>o</sup>  
AGREEMENT FOR MOVING SERVICES**

The Not to Exceed Price shall be no higher than the Estimated Cost of Services plus any Change Order for Services issued prior to signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of other units of measurement, but no higher than the Not to Exceed Price.

(b) Copies of the Bureau of Household Goods and Services' Maximum Rate Tariff 4 are open for public inspection on [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov), at the Bureau's office in Sacramento, or at the mover's office: \_\_\_\_\_.  
(designate location)

NOTE 3: The following statement shall be placed on the Agreement in the Consumer Protection and/or Waivers section under the heading VALUATION DECLARATION:

NOTICE: Coverage for loss and damage is limited to the Actual Cash Value of losses up to the amount of \$20,000 unless the shipper signing this contract inserts in the space below, in his or her own handwriting, another value. You may be charged for coverage provided other than \$.60 per pound per article.

Shipper hereby releases the entire shipment to a value not exceeding  
\$ \_\_\_\_\_  
(To be completed by shipper signing below.)

(As provided in Item 450, each valuation option offered by the mover must be listed with the mover's charge and a space for the shipper to initial his or her choice of coverage. In addition, if the mover elects to apply a minimum per pound valuation level, the mover must so state.)

NOTE 4: The following statement shall be placed on the Agreement: EXECUTION OF THE AGREEMENT DOES NOT EXEMPT THE MOVER FROM COMPLIANCE WITH ANY PROVISION OF LAW OR BUREAU OF HOUSEHOLD GOODS AND SERVICES RULES OR REGULATIONS, EVEN THOUGH NOT EXPRESSLY SET FORTH IN THE AGREEMENT.

NOTE 5: The Not to Exceed Price may not be preprinted, shall be just and reasonable, and shall be established in good faith based on the specific circumstances of the services to be performed.

**ITEM 130**  
**IMPORTANT NOTICE ABOUT YOUR MOVE**

At least three days prior to the date scheduled for the transportation of household goods or personal effects, the consignor shall be provided with a completed "Important Notice About Your Move" containing a Not to Exceed amount for the transportation and related services described. If the consignor requests services on a date that is less than three days before the scheduled date for transportation of the household goods or personal effects, the mover shall provide the notice as soon as practicable, but in no event may the mover commence any services until the consignor has signed and received a signed copy of the notice. The mover shall obtain sufficient information from the consignor to fill out the form and shall include the correct maximum amount and a sufficient description of services that will be performed. The maximum amount shown shall not be preprinted, shall be just and reasonable, and shall be established in good faith by the mover based on the specific circumstances of the services to be performed.

The Not to Exceed amount set forth in the notice and in the Agreement for Moving Services issued in accordance with Item 128, shall be the maximum total dollar amount for which the consignor may be liable for the transportation of household goods and personal effects and any additional services ordered by the consignor (including any valid Change Order For Services issued under Item 120) and agreed to by the consignor before any goods or personal effects are moved from their location or any other services are performed. The mover may provide the notice set forth in this item either as a separate document or by including it as the centerfold of the informational booklet required to be issued in accordance with Item 88, Paragraph 9. If the mover provides the notice as part of the informational booklet, the booklet shall contain a tab that extends beyond the edge of the booklet at the place where the notice is included. The statement "Important Notice" shall be printed on the tab in at least 12-point boldface type. In addition, the statement "Customer Must Read and Sign the Important Notice In The Middle Of This Booklet Before a Move Can Begin" shall be set forth in 14-point boldface type on the front cover of the booklet.

The notice shall be in the form contained in Item 465. It shall be printed in at least 12-point type, except the title and first two paragraphs, which shall be printed in boldface type. The mover shall retain a copy of the notice for not less than three (3) years from the date the notice was signed by the consignor. Any waiver of the requirements of this item is void and unenforceable.



**ITEM 132  
SHIPPING ORDER AND FREIGHT BILL**

1. A shipping document shall be issued by mover to shipper for each shipment received for transportation. The shipping document shall show the following information:
  - (a) Name, address and T number of the mover.
  - (b) All names, both real and fictitious, used by the mover in conducting its operations.
  - (c) Identification of the mover name under which the particular transportation is performed where more than one name is listed.
  - (d) The address of the mover's principal place of business, designated as such and of such local offices as may be desired where business with the public is conducted.
  - (e) Date Issued.
  - (f) Name of each shipper and consignee.
  - (g) Points of origin and destination.
  - (h) Description of the shipment.
  - (i) Unit of measurement upon which charges are based, namely:
    - (1) Actual time and minimum number of hours; or
    - (2) Actual number of pieces; or
    - (3) Actual and minimum weight; or
    - (4) Minimum per pound valuations.
  - (j) Deductions in time, if any, and reasons therefore.
  - (k) Number of helpers and packers.
  - (l) Rates and charges assessed.
  - (m) Description of accessorial services performed, if any, and each separate charge therefore.
  - (n) Signature of mover or his or her agent.
  - (o) Such other information as may be necessary to make an accurate determination of the applicable rate and charge.
  - (p) Name, address and telephone number of a person to whom notification is provided for in Item 100 shall be given, except when this cannot be obtained from the shipper.
  - (q) Preferred delivery date or the period of time within which delivery of the shipment may be expected to be made at destination.
  - (r) Not to Exceed Price.
  - (s) Total charges on Estimated Cost of Services and Change Order for Services.
  - (t) Whether payment is to be made by use of credit card.
  - (u) The following notice whenever a mover requires a signed statement acknowledging delivery and receipt of goods:

**NOTICE: PLEASE INSPECT YOUR GOODS PROMPTLY. CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE MOVER IN WRITING.**

**ITEM 132 (Concluded)**  
**SHIPPING ORDER AND FREIGHT BILL**

2. The form of shipping document in Item 460 will be suitable and proper. Such form may be combined with the Agreement for Moving Services into a single document provided such single document (and the issuance thereof) is in compliance with the provisions of Item 128 and is properly identified as to what it purports to be.
3. A duplicate of each shipping document, freight bill, accessorial service document, weighmaster's certificate, written instructions, written agreement, written request, Master Agreement, or any other written document supporting rates and charges assessed and which the mover is required to issue, receive, or obtain by this tariff for any transportation or accessorial service shall be retained and preserved by the mover at a location within the State of California, subject to Bureau of Household Goods and Services inspection, for a period of not less than three (3) years from:
  - (a) date of expiration or cancellation, for a Master Agreement;
  - (b) date of issuance, for all other documents.

A copy of each such document pertaining to the shipment shall be given to the shipper when charges are collected.

**ITEM 136**  
**DECLARATION OF VALUE – VALUATION RATES**

1. The transportation rates provided in this tariff are based upon a declared value of \$0.60 per pound per article, for the actual weight of any article(s) in a shipment. The declared value shall be deemed to relate to all services undertaken by the mover or its agents.
2. Unless the shipper expressly declares a value other than \$20,000 for the shipment, mover's maximum liability for lost and damaged articles in a shipment shall be up to \$20,000 of actual cash value.
3. The declared value must be entered on the Agreement for Moving Services (Agreement) and signed by the shipper, as described in Item 128, NOTE 3 (see NOTES 1 and 2).
4. The mover must state the valuation rates on the Agreement when issued. If the mover fails to do so, the rate shall default to \$0 (zero) for each \$100 (or fraction thereof) of the declared value.
5. Each shipping piece or package and contents thereof shall constitute an article, except that total component parts of any article taken apart or knocked down for handling and loading in vehicle shall constitute one article for the purpose of

**ITEM 136 (Continued) ♦**  
**DECLARATION OF VALUE- VALUATION RATE**

determining the mover's liability. When an entire shipment is transported in containers, lift vans or shipping boxes, each shipping package, piece, or loose items not enclosed within a package in such containers, lift vans, or shipping boxes will constitute the article.

6. When Actual Cash Value protection is ordered in writing by the shipper or if protection defaults to Actual Cash Value up to \$20,000 because no value is declared, the mover shall guarantee recovery for articles lost and damaged while in its possession at the actual cash value up to the declared value, or if none, \$20,000.

The maximum fixed rate for Actual Cash Value protection provided by the mover will be \$0.95 for each \$100 (or fraction thereof) of the declared value. An additional valuation charge for storage-in-transit shall apply (see NOTE 3).

7. When Full Value protection is ordered in writing by the shipper, the mover shall guarantee either replacement, reimbursement for full replacement cost, or satisfactory repairs of article(s) lost or damaged while in the mover's custody, up to the declared value (see NOTE 4).

The maximum fixed rate for Full Value protection provided by the mover will be \$1.82 for each \$100 (or fraction thereof) of the declared value. An additional valuation charge for storage-in-transit may apply (see NOTE 3).

- (a) When the shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.57 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
- (b) When the shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.32 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
8. When protection during storage-in-transit is ordered in writing by the shipper, the mover shall guarantee recovery of goods up to the declared value at the protection level chosen by the shipper (see NOTES 3 and 6).
- (a) The maximum fixed rate for Actual Cash Value protection while the shipment is in storage-in-transit will be \$0.16 for each \$100 (or fraction thereof) of the declared value.
- (b) The maximum fixed rate for Full Value protection while shipment is in storage-in-transit will be \$0.32 for each \$100 (or fraction thereof) of the declared value.

**ITEM 136 (Concluded) ♦**  
**DECLARATION OF VALUE – VALUATION RATES**

- (1) When the shipper assumes responsibility for the first \$250 of any claim, the maximum fixed rate shall be \$0.12 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
  - (2) When the shipper assumes responsibility for the first \$500 of any claim, the maximum fixed rate shall be \$0.06 for each \$100 (or fraction thereof) of the declared value (see NOTE 5).
9. In the event of conflicting valuation declarations, valuation protection levels, and/or rates for valuation, the figures and levels indicated on the Agreement will apply, except when a Change Order for Services that indicates different figures or levels is issued.

NOTE 1: Where the shipper is the employer of the actual owner of the used household goods being transported and is responsible for all charges in connection with the move, the shipper may declare the value of the shipment to be a lump sum other than \$20,000 by (a) specification made on a purchase order or (b) issuing in advance of shipping date an appropriate letter of instructions to mover. In such instances, the mover must incorporate the instructions by reference to the document in (a) or (b) above in the Agreement in lieu of the personal signature and handwritten statement relating to declared rates.

NOTE 2: For multiple or repeat shippers, a Master Agreement may be used to cover all moves for that shipper rather than individual Agreements for each move. Such Master Agreement must accomplish the purpose of this tariff, not violate the intent of the tariff, and the shipping documents must reference the Master Agreement where appropriate.

NOTE 3: On shipments accorded storage-in-transit under the provisions of Item 160, separate valuation charges may be assessed for the transportation from initial point of origin to point of storage and for the transportation from point of storage to point of destination.

NOTE 4: The mover's guarantee of Full Value protection must be covered by insurance as provided in General Order 136 series unless the Bureau of Household Goods and Services has approved an application for furnishing alternative protection pursuant to the PUC General Order 136 series.

NOTE 5: When the shipper presents a properly documented claim for lost or non-delivered article(s) and the investigation establishes the mover's liability for the lost or non-delivered article(s), no deductible shall apply.

NOTE 6: No charge shall be made where storage-in-transit of a shipment is undertaken for the mover's convenience.

**ITEM 140 ♦  
FLIGHT AND LONG CARRY RATES**

When pickup or delivery of a shipment requires flight or long carry service, the following rates per pickup or delivery per flight and/or long carry are the maximum fixed rates to be assessed (see NOTES 1 and 2):

Maximum Fixed Rates  
For Flight and/or Long Carry

1. Shipment Rate Basis

Hourly under Item 320 .....	No additional
Piece under Item 330 .....	\$5.40 per piece
Distance under Item 310 or 390 .....	\$1.87 per 100 pounds
(see NOTE 3)	

2. Pipe Organs, Grand Pianos, Harpsichords, and all other types of pianos and organs not capable of being conveniently hand carried by the one person

(a) Inside a building or house:

First Flight .....	\$32.55 (see NOTES 4 and 6)
Each additional Flight .....	\$16.30

(b) Outside a building or house:

First Flight .....	\$32.55
Each additional Step .....	\$0.77

NOTE 1: FLIGHT CARRY for shipments of goods other than those described in paragraph 2 means a carry involving: (a) a series of at least eight (8), but not over 20 stairway steps, except when inside a single dwelling; (b) each series of not more than 20 stairway steps in excess of the first 20, except when inside a single dwelling; (c) elevator service other than vehicular (motor vehicle) elevator service.

For the purpose of calculating the number of stairway steps in a series, a landing or level area occurring at a point on the stairway shall not be deemed to break the continuity of the series.

NOTE 2: LONG CARRY means each 50 feet or portion thereof carried in excess of the first 75 feet when, through no fault of the mover, its unit of equipment cannot be placed 75 feet or closer to a stairway or other entrance of the dwelling at which the shipment, or component thereof, is to be picked up or delivered.

NOTE 3: Charges shall be based upon the actual weight of the article(s) for which flight or long carry service is provided.

**ITEM 140 (Concluded)**  
**FLIGHT AND LONG CARRY RATES**

NOTE 4: For shipments of goods described in paragraph 2(a) of this item the first flight inside a building or house shall consist of at least eight (8) steps. Additional flights shall be defined as the number of complete floors above or below the first flight. If an elevator is employed, it will be considered one flight.

NOTE 5: For shipments of goods described in paragraphs 2 of this item, the first flight outside a building or house shall consist of at least eight (8), but not more than 20 steps. Steps less than 8 will not be considered a flight.

NOTE 6: Flight carry charges apply each time service is rendered.

**ITEM 148 ♦**  
**SPLIT PICKUP**

Split pickup service may be accorded subject to the following conditions.

1. The charge for the composite shipment shall be paid by a single debtor.
2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at the point of origin of each component part and in unloading at point of destination, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).
  - (b) Under distance rates (Items 310 and 390), apply:
    - (1) The applicable rate for the total weight of the composite shipment to point of destination from the point of origin which produces the shortest distance via the other point or points of origin, PLUS
    - (2) An additional charge of not more than \$111.25 for each stop to load between first point of origin and point destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

**ITEM 152 ♦  
SPLIT DELIVERY**

Split delivery service may be accorded subject to the following conditions.

1. The charge for the composite shipment shall be paid by a single debtor.
2. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at point of origin in unloading at point of destination of each component part, PLUS
    - (2) The applicable rate for double the driving time expended between each such point (see NOTE).
  - (b) Under distance rates (Items 310 and 390), apply:
    - (1) The applicable rate for the total weight of the composite shipment from point of origin to that point of destination which produces the shortest distance via the other point or points of destination, PLUS
    - (2) An additional charge of not more than \$111.25 each stop to unload between point of origin and final point of destination.

NOTE: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

**ITEM 156  
SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION**

Split pickup and split delivery service may be accorded in combination subject to the following conditions (see NOTE 1).

1. The entire shipment must be picked up within 24-hour period and shall be comprised of a minimum of four (4) component parts.
2. The charge for the composite shipment shall be paid by a single debtor.
3. Maximum charges shall be computed as follows:
  - (a) Under hourly rates (Item 320), apply:
    - (1) The applicable rate for the total time consumed in loading at point of origin in unloading at point of destination of each component part, PLUS

**ITEM 156 (Concluded) ♦**  
**SPLIT PICKUP AND SPLIT DELIVERY IN COMBINATION**

- (2) The applicable rate for double the driving time expended between point of origin of any component part and point of destination of any component part via the remaining points of origin and destination (see NOTE 2).
- (b) Under distance rates (Items 310), apply:
- (1) The applicable rate for the total weight of the composite shipment from the point of origin to that point of destination which produces the shortest distance via the remaining points of origin and destination, PLUS
- (2) An additional charge of not more than \$111.25 for each stop to load or unload between first point of origin and final point of destination.

NOTE 1: The provisions of this item shall not apply on shipments afforded storage-in-transit under the provisions of Item 160.

NOTE 2: Total time shall be converted into hours and/or fractions thereof in accordance with the provisions of Item 36.

**ITEM 160 ♦**  
**STORAGE-IN-TRANSIT**

1. At the request of consignor or consignee, a shipment may be accorded one-time storage-in-transit at a point between point of origin and point of destination for a period not to exceed 90 days from the date of unloading at storage point (see NOTE 1).
2. Maximum charges shall be computed on the following basis:
  - (a) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136, from initial point of origin to point of storage, PLUS
  - (b) The applicable transportation rate (including transportation valuation, if any, as provided in Item 136, from point of storage to point of destination, PLUS
  - (c) A one-time warehouse handling charge of up to either \$7.45 per 100 pounds on the stored weight or \$36.85, whichever is greater, PLUS
  - (d) Storage of up to either \$2.55 per 100 pounds on the stored weight or \$12.50, whichever is greater, for the first day and up to \$0.13 per 100 pounds per day for each additional day the shipment remains in storage, PLUS
  - (e) The storage-in-transit valuation charge, if any as provided in Item 136.



**ITEM 160 (Concluded)**  
**STORAGE-IN-TRANSIT**

NOTE 1: In the event a shipment remains in storage in excess of 90 days, the point of storage shall be considered the point of destination and thereafter, the shipment shall be subject to the rules, regulations and charges of the individual warehouseman. The subsequent transportation from point of storage to point of delivery shall be considered a separate shipment. In the event the ultimate destination of a shipment afforded storage-in-transit is not known at the time of pickup at point of origin, transportation from point of storage to point of delivery shall be considered a separate shipment, regardless of the duration of the storage provided.

NOTE 2: On shipments subject to hourly rates both into and out of point of storage-in-transit, the weight of the shipment, for purposes of determining the warehouse handling and storage charges, may be estimated by multiplying the total cubic feet of storage space occupied by the shipment on the warehouse platform or in the warehouse by seven (7) pounds per cubic foot.

**ITEM 164**  
**LIGHT AND BULKY ARTICLES**

When a distance rated shipment includes bulky articles as named below, the following maximum loading and unloading charges or weight additive may be applied.

LOADING AND UNLOADING CHARGES include BOTH loading and unloading service and the handling and blocking of such article, and applies each time loading and unloading service is required, including shipments requiring storage-in-transit (except for mover convenience).

**ITEM 164 (Continued) ♦  
LIGHT AND BULKY ARTICLES**

	Per	Maximum Rates (in Dollars)
AUTOMOBILES, TRUCKS OR VANS including dune buggies and all terrain and specialty motor vehicles, which for the purpose of this item shall be classified as an automobile .....	Each	\$156.40
MOTORCYCLES OF 250 cc and over .....	Each	\$99.80
TRACTORS AND RIDING MOWERS of 25 horsepower .....	Each	\$119.80
TRACTORS AND RIDING MOWERS of less than 25 horsepower .....	Each	\$79.80
SNOWMOBILES OR RIDING GOLF CARTS .....	Each	\$79.80
BOATS, CANOES, SKIFFS, LIGHT ROWBOATS, KAYAKS, SAILBOATS AND BOAT TRAILERS (see weight additives below) .....		
TRAILERS, including utility and pop-up trailers (for boat trailers, travel camper trailers and mini-mobile homes, see weight additives below) .....	Each	\$89.75
CAMPERS, UNMOUNTED ON TRUCKS, designed to carriage on pickup trucks (for travel camper trailers and mini-mobile homes, see weight additives below) .....	Each	\$227.00
CAMPERS, MOUNTED ON PICKUP TRUCKS (for travel camper trailers and mini-mobile homes, see weight additives below) .....	Each	\$227.00
PIPE ORGANS, GRAND PIANOS, HARPSICHORDS and all other types of PIANOS and ORGANS (any size) (excluding portable organs, pianos, or harpsichords capable of being conveniently hand carried by one person) .....	Each	\$101.50

**ITEM 164 (Continued) ♦  
LIGHT AND BULKY ARTICLES**

	Per	Maximum Rates (in Dollars)
PLAYHOUSES, TOOL SHEDS, UTILITY SHEDS and including animal and bird shelters (transported set up, not dismantled) in excess of 100 cubic feet.....	Each	\$149.55
HOT TUBS, SPAS, WHIRLPOOL BATHS AND JACUZZIS (transported set up, not dismantled) in excess of 100 cubic feet...	Each	\$149.55
SATELLITE TELEVISION OR RADIO RECEIVING DISCS OR DISHES, INCLUDING MOUNTS, STANDS AND ACCESSORIAL EQUIPMENT		
Disc/Dish Outside Diameter 4 feet or less.....	Each	\$79.80
Over 4 feet but not over 8 feet.....	Each	\$119.80
Over 8 feet but not over 12 feet.....	Each	\$177.05
Over 12 feet.....	Each	\$276.10

WEIGHT ADDITIVES: When the shipment includes travel camper trailers, mini-mobile homes (other than utility and pop-up trailers), airplanes, boats, light rowboats, kayaks, canoes, gliders (except hang gliders), skiffs, sailboats and/or boat trailers, the transportation charges will be based on the net scale weight of the shipment, plus a weight additive calculated in accordance with the table shown below:

AIRPLANES OR GLIDERS (except hang gliders): 120 pounds per linear foot of total length of the fuselage

BOATS 14 ft. and over in length: 115 pounds per linear foot.

BOAT TRAILERS any length: 75 pounds per linear foot.

CANOES, SKIFFS, LIGHT ROWBOATS AND KAYAKS 14 ft. and over in length: 40 pounds per linear foot.

SAILBOATS 14 ft. and over in length: 125 pounds per linear foot.

TRAVEL CAMPER TRAILERS AND MINI-MOBILE HOMES (other than utility and pop-up trailers): 300 pounds per linear foot.

**ITEM 164 (Concluded)**  
**LIGHT AND BULKY ARTICLES**

NOTE 1: This weight additive WILL NOT APPLY to boats, canoes, skiffs, light rowboats, kayaks or sailboats of less than 14 ft. in length, nor to dinghies or sculls any size.

NOTE 2: When the shipment contains two or more articles subject to the weight additive, the total weight additives for that shipment will be the sum of the individual additives for each bulky article calculated separately.

NOTE 3: In determining lengths for the purpose of this item, all fractions of a foot will be disregarded.

NOTE 4: The length of boats, canoes, skiffs, light rowboats, kayaks or sailboats shall be determined by the straight center line distance between the top center point of the transom and a point perpendicular with the foremost of the bow, manufacturer's "length overall" or "center line length" shall apply as the correct length for the purposes of this item in lieu of physical measurement by mover.

NOTE 5: The length of boat trailers shall be the straight center line distance from a point equal to the rearmost part of the trailer to foremost part of the trailer tongue. The manufacturer's "length overall" shall apply as the correct length for the purposes of this item in lieu of physical measurement by mover.

NOTE 6: The Light and Bulky Articles Charge or the Weight Additive MAY APPLY for the following items, tendered either whole or in a disassembled or partially disassembled condition: automobiles, trucks, vans, dune buggies, all terrain and specialty motor vehicles, motorcycles, boats, canoes, skiffs, sailboats, boat trailers, tractors, riding mowers, snow mobiles, riding golf carts, trailers, campers, airplanes, and gliders.

**ITEM 168 ø**  
**RIGGING, HOISTING OR LOWERING**

When it is necessary to use rigging, hoisting, or lowering services to accomplish pickup or delivery of a shipment, the mover shall perform such services at rates no higher than those provided in Item 320, subject to the mover's ability to furnish proper equipment and experienced personnel.

If requested by the shipper, the mover shall act as the shipper's agent to secure such services from a third party, if available. All charges of third persons must be paid by the shipper and are in addition to all other charges named herein.

**ITEM 172  
DISASSEMBLING AND REASSEMBLING**

Distance Rates in Items 310, 330, and 390 DO NOT include removing any outdoor articles embedded in the ground or secured to a building, nor the assembling or disassembling of any outdoor articles, such as steel utility cabinets, swings sets, slides, sky rides, jungle gyms, or other outdoor articles of similar nature, nor the assembling or disassembling of unusual articles found inside of buildings, such as German schranks, water beds, steel shelving, pool tables, elongated work tables, counters, etc. Upon request of shipper, the mover will disassemble or reassemble such articles, subject to charges provided in Item 320. The shipper will be required to furnish, at the time of reassembling, any new hardware, nuts, bolts, etc., necessary to perform the service.

**ITEM 176 <sup>o/</sup>◆  
APPLIANCE SERVICING**

1. Distance rates in Items 310, 330 and 390 DO NOT include the servicing or re-servicing of articles or appliances including, but not limited to washing machines, refrigerators, deep freeze cabinets, air conditioners, grandfather clocks, radios, record players and television sets, which if not properly serviced, may be damaged in or incident to transit. The mover assumes no liability for such damage unless such articles are serviced as provided in NOTES 1 and 2 of this item or unless such damage is caused by negligence on the part of mover.
2. Upon request of the shipper, on shipments subject to subject to distance rates specified in paragraph 1 of this item, the mover will service or re-service appliances or other articles subject to the rates specified in paragraph 3 below (see NOTES 1 and 2).
3. The following maximum fixed rates shall apply for servicing or re-servicing appliances, as specified by this item (see NOTE 3).

Servicing or Re-servicing of Appliances:

	TERRITORY	
	A	B
First Item.....	\$19.35	\$17.05
Each Additional Item.....	\$12.80	\$11.20

NOTE 1: If the mover does not possess the qualified personnel to properly service and re-service such articles or appliances, the mover will upon request of, and as agent for the shipper, engage third persons to perform the servicing and re-servicing. All charges of third persons must be paid by the shipper and are in addition to all other charges in

**ITEM 176 (Concluded)  
APPLIANCE SERVICING**

this tariff. Such charges will be advanced by the mover and billed as an Advanced Charge as provided in Item 180.

NOTE 2: The mover reserves the right to inspect articles or appliances to determine whether they are in good working order before accepting them for shipment. The mover assumes no liability whatsoever for the charges of third persons for the resynchronization of grandfather clocks, including the pendulum or weights therefore which were disassembled at origin by the mover, or the returning, refocusing, or other adjustments of television sets unless such services were made necessary due to the mover's negligence.

NOTE 3: The applicable rate shall be that for the territory where the service is provided. For description of territories see Item 210.

**ITEM 180  
ADVANCED CHARGES**

Charges advanced by the mover for services of others engaged at the request of the shipper will be supported by the mover with a copy of the invoice setting forth services rendered, charges, and basis thereof, together with reference to applicable schedule or tariff if charges are assessed in accordance therewith. The advanced charges are in addition to and shall be collected with all other charges.

**ITEM 184  
SHUTTLE SERVICE**

1. It is the responsibility of the shipper to make the shipment accessible to the mover or accept delivery from the mover at a point at which the road haul vehicle may be safely operated.
2. When it is physically impossible for the mover to perform pickup of the shipment at origin or to complete delivery of the shipment at the destination with normally assigned road haul equipment due to the structure of the building, its inaccessibility by highway, inadequate or unsafe public or private road, overhead obstructions, narrow gates, sharp turns, trees, shrubbery, the deterioration of roadway due to rain, flood, snow, or nature of an article or articles included in the shipment, the mover shall hold itself available at point of pickup or tender delivery at the destination at nearest point of approach to the desired location where the road haul equipment can be made safely accessible.

**ITEM 184 (Concluded)  
SHUTTLE SERVICE**

3. Upon request of the shipper, the mover will use or engage smaller equipment than its normal road haul equipment or provide extra labor to transfer the shipment between the origin or destination and the nearest point of approach by the mover's road haul equipment. Such service shall be provided at rates no higher than those in Item 320 and shall be in addition to all other transportation or accessorial charges.
  
4. If the shipper does not accept the shipment at the nearest point of safe approach by the mover's road haul equipment to the destination, Item 96 (Inability to Make Delivery) shall apply.

**SECTION 2**  
**TERRITORIES**



**ITEM 200  
APPLICATION OF TERRITORIAL DESCRIPTIONS**

Territories described in this section apply in connection with rates and regulations making references thereto.

**ITEM 210  
DESCRIPTIONS OF TERRITORIES (See Map in Item 230)**

**TERRITORY A**

The City and County of San Francisco and the Counties of Alameda, Contra Costa, Marin, Monterey, San Mateo, Santa Clara, Santa Cruz and Sonoma.

**TERRITORY B**

All counties in the state not included in Territory A.

ITEM 230  
MAP OF TERRITORIES AS DESCRIBED IN ITEM 210



**SECTION 3**  
**RATES**

**MAXIMUM RATE TARIFF 4**

**Effective January 1, 2020**

<b>ITEM 310 */◆</b>														
<b>MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS</b>														
Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 6.)														
MILES NOT OVER OVER	BREAK ANY POINT QTY lbs.	MINIMUM WEIGHT IN POUNDS												
		1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000		
0	10	94.75	607	57.50	1487	42.75	4936	42.20	7707	40.65	11646	39.45	15777	38.90
10	20	96.25	606	58.30	1486	43.30	4925	42.65	7719	41.15	11709	40.15	15722	39.45
20	30	98.00	602	58.90	1498	44.10	4870	42.95	7805	41.90	11657	40.70	15784	40.15
30	40	99.75	600	59.80	1502	44.90	4872	43.75	7772	42.50	11676	41.35	15730	40.65
40	50	101.35	601	60.90	1490	45.35	4868	44.15	7756	42.80	11888	42.40	15604	41.35
50	60	103.25	603	62.25	1490	46.35	4871	45.15	7752	43.75	11822	43.10	15704	42.30
60	70	104.90	605	63.45	1507	47.80	4833	46.20	7697	44.45	11920	44.15	15584	43.00
70	80	106.70	607	64.70	1504	48.65	4841	47.10	7695	45.30	11895	44.90	15626	43.85
80	90	108.30	606	65.55	1514	49.60	4849	48.10	7734	46.50	11730	45.45	15754	44.75
90	100	110.00	606	66.65	1520	50.65	4813	48.75	7795	47.50	11710	46.35	15655	45.35
100	120	115.50	593	68.45	1513	51.75	4793	49.60	7880	48.85	11632	47.35	15730	46.55
120	140	120.35	584	70.20	1518	53.25	4780	50.90	7828	49.80	11639	48.30	15769	47.60
140	160	124.70	574	71.55	1521	54.40	4785	52.05	7839	51.00	11577	49.20	15724	48.35
160	180	129.30	568	73.35	1518	55.65	4776	53.15	7767	51.60	11687	50.25	15698	49.30
180	200	133.65	560	74.80	1521	56.85	4754	54.05	7823	52.85	11592	51.05	15797	50.40
200	225	138.20	558	77.00	1515	58.30	4747	55.35	7805	54.00	11567	52.05	15693	51.05
225	250	142.75	552	78.75	1507	59.30	4777	56.65	7817	55.35	11567	53.35	15611	52.05
250	275	145.10	556	80.60	1509	60.80	4770	58.00	7828	56.75	11504	54.40	15662	53.25
275	300	147.10	559	82.20	1513	62.15	4771	59.30	7845	58.15	11485	55.65	15641	54.40
300	325	148.95	562	83.65	1518	63.45	4792	60.80	7797	59.25	11514	56.85	15846	56.30
325	350	150.75	575	86.65	1510	65.40	4786	62.60	7783	60.90	11606	58.90	15756	58.00
350	375	154.30	575	88.70	1512	67.05	4795	64.30	7789	62.60	11636	60.70	15618	59.25
375	400	155.90	577	89.95	1524	68.50	4763	65.25	7829	63.85	11643	61.95	15600	60.40
400	425	157.15	581	91.15	1528	69.60	4785	66.60	7784	64.80	11639	62.85	15644	61.45
425	450	158.45	581	91.95	1542	70.85	4782	67.75	7806	66.10	11565	63.70	15687	62.45
450	475	159.55	582	92.80	1541	71.50	4808	68.75	7803	67.05	11625	64.95	15643	63.50
475	500	160.65	583	93.55	1548	72.40	4831	69.95	7789	68.10	11586	65.75	15660	64.35
500	550	162.10	585	94.75	1566	74.15	4832	71.65	7760	69.50	11629	67.35	15704	66.10
550	600	163.20	590	96.15	1576	75.75	4859	73.60	7707	70.90	11637	68.75	15651	67.25
600	650	164.70	593	97.60	1577	76.95	4861	74.80	7749	72.45	11586	69.95	15726	68.75
650	700	165.50	599	99.00	1578	78.10	4872	76.10	7696	73.20	11640	71.00	15662	69.50
700	750	166.80	607	101.15	1566	79.15	4890	77.40	7675	74.25	11580	71.65	15733	70.45
750	800	168.10	608	102.20	1593	81.40	4859	79.10	7616	75.30	11618	72.90	15562	70.90
800	850	169.95	613	104.05	1600	83.20	4862	80.90	7590	76.75	11610	74.25	15559	72.20
850	----													
ADD		1.65		1.50		1.50		1.50		1.30		1.00		1.00
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES														

**ITEM 310 (Concluded) \***

**REGION 1. MAXIMUM FIXED DISTANCE RATES IN DOLLARS PER 100 POUNDS**

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When the mover's vehicle is held for the convenience of the shipper or consignee through no fault of the mover in connection with shipments moving or to be moved under this item, one hour of free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one-hour free time period.

NOTE 5: Rates named in this item apply in connection with shipments accorded split pickup, split delivery, and both split pickup and split delivery.

NOTE 6: Overtime rates may be assessed subject to the maximum rates of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

**ITEM 320 \*\*/◆  
MAXIMUM FIXED RATES IN DOLLARS PER HOUR**

Rates named in this item apply for shipments transported for distances of 100 miles or less, subject to Item 16 (Application of Rates) (see NOTES 1 through 5).

	Territory (See Note 4)	
	A	B
1. Straight Time		
Unit of equipment, plus:		
(a) one person (driver) .....	\$120.80	\$115.35
(b) two persons (driver and helper) .....	\$194.05	\$178.35
(c) additional persons, in excess of two, per person .....	\$ 69.60	\$ 60.20
2. Time-and-a-half (see NOTE 5)		
Unit of equipment, plus:		
(a) one person (driver) .....	\$154.75	\$147.30
(b) two persons (driver and helper) .....	\$261.75	\$237.35
(c) additional persons, in excess of two, per person .....	\$101.50	\$ 87.10
3. Double Time (see NOTE 5)		
Unit of equipment, plus:		
(a) one person (driver) .....	\$194.05	\$179.25
(b) two person (driver and helper) .....	\$329.80	\$296.45
(c) additional persons, in excess of two, per person .....	\$133.55	\$114.50

NOTE 1: The higher-rated territory in or through which the shipment or any component thereof is transported, shall determine the applicable maximum hourly rates for such shipment.

NOTE 2: Actual bridge and ferry tolls may be added to charges based on rates contained in this item when such toll charges are incurred by the mover. When two or more shipments are transported under the provisions of this item at the same time on one unit of equipment, the incurred toll charges shall be equally divided between each shipment.

NOTE 3: For computation of time, see Item 36.

NOTE 4: For description of territories, see Item 210.

**ITEM 320 (Concluded)  
MAXIMUM FIXED RATES IN DOLLARS PER HOUR**

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2 and 3 of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

**ITEM 330 \*\*/◆  
MAXIMUM FIXED RATES IN DOLLARS PER PIECE**

Rates named in this item apply for shipments of not more than 5 pieces transported for distances of 50 miles or less, subject to Item 16 (Application of Rates) (see NOTES 1 through 5).

Miles	First Piece	Each Additional Piece
Not over 10.....	\$ 83.80	\$28.55
Over 10, but not over 20.....	\$155.80	\$28.55
Over 20 .....	\$217.65	\$28.55

NOTE 1: PIECE means each household, office, or institutional article tendered in assembled form or in the alternative, tendered in disassembled form, but secured in a manner allowing the article to be handled as a unit.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: Rates in this item will not apply to shipments afforded split pickup and/or split delivery, nor to shipments afforded storage-in-transit.

NOTE 5: Rates in this item will not apply to pianos and organs not conveniently hand carried by one person. Refer to Item 164 (Light and Bulky Articles) for rates for pipe organs, grand pianos, harpsichords and all other types of pianos and organs.

**MAXIMUM RATE TARIFF 4**

**Effective January 1, 2020**

**ITEM 340 ♦  
MAXIMUM FIXED RATES FOR PACKING/UNPACKING CONTAINERS**

(See Notes 1 through 10) 1. RATES PER CONTAINER (In Dollars Per Unit)	Per	Container Rates (See Note 9)	Packing Charges		Unpacking Charges	
			Territory		Territory	
			A	B	A	B
DRUM, DISH-PACK (Drum, dish-pack, barrel or other specially designed containers of not less than 5 cubic feet capacity for use in packing glassware, chinaware, bric-a-brac, table lamps or similar fragile articles)	Each	35.86	42.55	37.40	17.80	15.90
<b>CARTONS:</b>						
Less than 3 cu. ft. (Not less than 200 lb. test)	Each	8.85	10.24	9.11	4.27	3.76
3 cu. ft. (Not less than 200 lb. test)	Each	13.35	15.49	13.74	6.43	5.71
4-1/2 cu. ft. (Not less than 200 lb. test)	Each	15.83	18.78	16.36	7.92	6.95
6 cu. ft. (Not less than 200 lb. test)	Each	18.11	21.51	18.83	8.90	7.87
6-1/2 cu. ft. (Not less than 200 lb. test)	Each	20.68	24.49	21.61	10.29	8.85
WARDROBE CARTON not less than 10 cu. ft. (See Note 8)	Each	19.75	20.84	18.21	8.70	7.77
<b>MATTRESS CARTON:</b>						
Crib	Each	9.08	7.25	6.02	2.83	2.52
Not Over 39" x 75"	Each	15.08	11.88	10.39	4.89	4.32
39" x 80"	Each	18.30	11.88	10.29	4.89	4.42
Not Over 54" x 75"	Each	16.15	12.14	10.75	4.99	4.48
Over 54" x 75"	Each	26.65	19.65	17.03	8.18	7.15
MATTRESS COVER (Paper or Plastic)	Each	9.45	4.84	4.37	2.06	1.85
CORRUGATED CONTAINERS (Specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles)	Each	31.19	37.04	32.21	15.49	13.74
CRATES (Other than corrugated, specially designed or constructed for mirrors, paintings, glass or marble tops and similar fragile articles) gross measurement of crate	Cu. Ft. or Fraction Thereof	(See Note 7)	16.77	14.92	3.50	2.83



**ITEM 340 (Continued) ♦  
MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS**

**2. RATES PER HOUR PER PERSON**  
(see NOTES 1 through 5)

PACKING AND UNPACKING	TERRITORY	
	A	B
(a) STRAIGHT TIME.....	\$77.55	\$68.35
(b) TIME-AND-A-HALF .....	\$114.25	\$100.20
(c) DOUBLE TIME .....	\$150.60	\$132.20

NOTE 1: Rates do not include separate pickup and/or delivery of shipping containers and packing materials provided.

NOTE 2: For a description of territories, see Item 210.

NOTE 3: The applicable rate shall be the rate for the territory in which the service is provided.

NOTE 4: Rates in Paragraph 2 of this item apply for packing or unpacking or both, and may be used in lieu of rates in paragraph 1 (Rates per Container) if the mover and shipper agree to such application before the service commences, subject to Items 28 and 128. The Agreement for Service shall determine the applicable maximum rate for the service.

NOTE 5: Overtime rates may be assessed subject to the maximum rates in paragraphs 2(b) and 2(c) of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

NOTE 6: Container charges in paragraph 1 include all materials used in the packing and sealing of the container indicated. No additional charge shall be made for such materials including dividers, paper, tape and labels.

NOTE 7: The maximum rates in paragraph 1 include packing and construction of such containers.

NOTE 8: No charge will be assessed for wardrobes on shipments transported at the rates provided in Item 320.

NOTE 9: Packing container rates do not include sales tax.

**ITEM 340 (Concluded)**  
**MAXIMUM FIXED RATES FOR PACKING/UNPACKING AND CONTAINERS**

NOTE 10: Overtime rates for work performed at rates in paragraph 1 (Rates per Container) may be assessed when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order. To calculate a maximum rate for overtime, multiply the rate in paragraph 1 by the appropriate factor:

- (a) 1.47 for time-and-a-half.
- (b) 1.94 for double time.

**MAXIMUM RATE TARIFF 4**

**Effective January 1, 2020**

**ITEM 390 \*/◆**

**MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE**

Rates named in this item apply subject to Item 16 (Application of Rates). (See NOTES 1 through 7.)

MILES NOT OVER OVER	BREAK ANY POINT QTY lbs.	MINIMUM WEIGHT IN POUNDS												
		1000	B.P.	2000	B.P.	5000	B.P.	8000	B.P.	12000	B.P.	16000		
0	10	94.75	576	54.55	1491	40.65	4859	39.50	7666	37.85	11905	37.55	15532	36.45
10	20	96.25	577	55.50	1483	41.15	4885	40.20	7712	38.75	11799	38.10	15644	37.25
20	30	98.00	574	56.20	1495	42.00	4840	40.65	7745	39.35	11879	38.95	15549	37.85
30	40	99.75	572	57.00	1499	42.70	4825	41.20	7806	40.20	11881	39.80	15598	38.80
40	50	101.35	574	58.10	1489	43.25	4868	42.10	7734	40.70	11927	40.45	15803	39.95
50	60	103.25	574	59.25	1489	44.10	4870	42.95	7796	41.85	11943	41.65	15559	40.50
60	70	104.90	575	60.30	1503	45.30	4868	44.10	7747	42.70	11986	42.65	15700	41.85
70	80	106.70	576	61.45	1506	46.25	4871	45.05	7761	43.70	11877	43.25	15779	42.65
80	90	108.30	575	62.25	1520	47.30	4868	46.05	7818	45.00	11774	44.15	15837	43.70
90	100	110.00	576	63.30	1522	48.15	4855	46.75	7881	46.05	11727	45.00	15823	44.50
100	120	115.50	563	64.95	1522	49.40	4839	47.80	7925	47.35	11595	45.75	15896	45.45
120	140	120.35	554	66.60	1526	50.80	4828	49.05	7878	48.30	11615	46.75	15932	46.55
140	160	124.70	547	68.10	1526	51.95	4851	50.40	7842	49.40	11575	47.65	15900	47.35
160	180	129.30	539	69.60	1531	53.25	4817	51.30	7837	50.25	11618	48.65	15885	48.30
180	200	133.65	532	71.05	1532	54.40	4798	52.20	7840	51.15	11625	49.55	15904	49.25
200	225	138.20	531	73.35	1523	55.85	4786	53.45	7813	52.20	11656	50.70	15795	50.05
225	250	142.75	525	74.90	1523	57.00	4790	54.60	7839	53.50	11597	51.70	15784	51.00
250	275	145.10	529	76.65	1524	58.40	4808	56.15	7830	54.95	11564	52.95	15729	52.05
275	300	147.10	531	78.00	1530	59.65	4824	57.55	7848	56.45	11490	54.05	15764	53.25
300	325	148.95	536	79.70	1529	60.90	4820	58.70	7885	57.85	11461	55.25	15914	54.95
325	350	150.75	549	82.75	1520	62.85	4837	60.80	7829	59.50	11567	57.35	15819	56.70
350	375	154.30	547	84.40	1527	64.40	4841	62.35	7834	61.05	11539	58.70	15837	58.10
375	400	155.90	551	85.85	1532	65.75	4826	63.45	7893	62.60	11493	59.95	15720	58.90
400	425	157.15	553	86.75	1541	66.80	4825	64.45	7883	63.50	11528	61.00	15804	60.25
425	450	158.45	556	87.95	1542	67.80	4871	66.05	7831	64.65	11518	62.05	15743	61.05
450	475	159.55	556	88.70	1551	68.75	4851	66.70	7887	65.75	11489	62.95	15810	62.20
475	500	160.65	557	89.40	1555	69.50	4867	67.65	7888	66.70	11488	63.85	15800	63.05
500	550	162.10	560	90.70	1572	71.25	4895	69.75	7794	67.95	11541	65.35	15829	64.65
550	600	163.20	564	91.90	1586	72.85	4901	71.40	7788	69.50	11508	66.65	15892	66.20
600	650	164.70	568	93.40	1583	73.90	4923	72.75	7814	71.05	11426	67.65	15930	67.35
650	700	165.50	573	94.75	1584	75.00	4914	73.70	7767	71.55	11556	68.90	15873	68.35
700	750	166.80	579	96.55	1573	75.90	4958	75.25	7745	72.85	11482	69.70	15840	69.00
750	800	168.10	582	97.75	1594	77.90	4930	76.80	7678	73.70	11520	70.75	15740	69.60
800	850	169.95	586	99.55	1601	79.65	4913	78.25	7699	75.30	11435	71.75	15833	71.00
850	----													
ADD		1.65		1.30		1.30		1.30		1.25		1.00		1.00
FOR EACH 50 MILES OR FRACTION THEREOF OVER 850 MILES														

**ITEM 390 (Concluded) \***  
**MAXIMUM FIXED DISTANCE RATES TO OR FROM STORAGE**

NOTE 1: When shipment charges based on actual weight exceed those based on a greater minimum weight, the latter shall apply. Break Point indicates the weight at which a lower charge results by using the minimum weight and applicable rate at next higher minimum weight bracket.

NOTE 2: For computation of distances, see Item 40.

NOTE 3: Additional charges for bridge or ferry tolls shall not be assessed on shipments transported at the rates contained in this item.

NOTE 4: When the move's vehicle is held for the convenience of shipper or consignee through no fault of the mover in connection with shipments moving or to be moved under this item, one hour of free time shall be allowed. A charge at the hourly rates contained in Item 320 will be assessed for each hour, or fraction thereof, in excess of the one-hour free time period.

NOTE 5: Rates named in this item apply in connection with shipments accorded split pickup, split delivery, and both split pickup and split delivery.

NOTE 6: Rates in this item do not apply to shipments afforded split pickup and split delivery in combination when such shipments are accorded storage-in-transit service (see Item 156, NOTE 1).

NOTE 7: Overtime rates may be assessed subject to the maximum rates of this item when the shipper requests service at a time when the mover must pay its relevant employees overtime in accordance with Industrial Welfare Commission Wage Order 9-2001 or any succeeding Wage Order.

**SECTION 4**  
**FORMS OF DOCUMENTS**

**ITEM 400 <sup>Ø</sup>**  
**BASIS FOR MOVER'S ESTIMATED COST OF SERVICES**

**This is Not a Contract**

NAME OF MOVER  
 T NUMBER OF MOVER  
 ADDRESS OF MOVER  
 TELEPHONE NUMBER OF MOVER

NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 MOVING FROM \_\_\_\_\_ MOVING TO \_\_\_\_\_  
 \_\_\_\_\_

SERVICES REQUESTED:	Distance Move	Hourly Move	Piece Move
SERVICE SR SNR CNK			SERVICE SR SNR CNK
Additional helpers (No.)			Overtime packing labor
Appliance servicing			SIT monthly storage change
Elevator at origin			SIT moving into warehouse
Elevator at destination			SIT moving out of warehouse
Flights at origin (No.)			SIT warehouse handling
Flights at destination (No.)			SIT warehouse wrapping or fumigating
Hoisting or lowering at origin			Shuttle service at origin
Hoisting or lowering at destination			Shuttle service at destination
Long carry at origin (No.)			Disassembly of items
Long carry at destination (No.)			Assembly of items
Split delivery			Van & 1 person
Split pickup			Van & 2 persons
Packing material delivery/pickup			Overtime or Premium Labor
Packing material			Expedited Service
Packing labor: Hourly By Unit			Bulky Article(s) (No.)
Unpacking labor: Hourly By Unit			Additional Equipment Requirement

Shipment is valued at actual cash value up to \$20,000, or as declared by the shipper.  
 Shipment Valuation \$ \_\_\_\_\_

**TRANSPORTATION VALUATION OPTIONS:**

60 cents/lb./article \_\_\_\_\_@ No additional charge  
 Actual Cash Value \_\_\_\_\_@ \$\_\_\_\_\_ per \$100 of declared value  
 Full Value \* \_\_\_\_\_@ \$\_\_\_\_\_ per \$100 of declared value

SR : Service Requested  
 SNR : Service Not Requested  
 CNK : Condition Not Known  
 SIT : Storage-in-Transit

**STORAGE-IN-TRANSIT VALUATION OPTIONS:**

Actual Cash Value \_\_\_\_\_@ \$\_\_\_\_\_ per \$100 of declared value  
 Full Value \_\_\_\_\_@ \$\_\_\_\_\_ per \$100 of declared value

\*Deductible options may be available under Full Value protection

CHARGES TO BE PAID BY: Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit Card \_\_\_\_\_ Personal Check \_\_\_\_\_  
 Number of Articles \_\_\_\_\_ Number of Rooms \_\_\_\_\_ Total Number of Packing Containers \_\_\_\_\_  
 to be moved \_\_\_\_\_ to be moved \_\_\_\_\_ to be Supplied by Mover \_\_\_\_\_

I AM IN NO WAY OBLIGATED TO HAVE THE ABOVE-NAMED MOVER PERFORM ANY SERVICES. I REQUEST ONLY THE SERVICES AND ITEMS LISTED ON THIS DOCUMENT BE CONSIDERED IN DETERMINING THE ESTIMATED COST. I UNDERSTAND THAT ADDITIONAL CHARGED WILL BE MADE FOR ANY ADDITIONAL SERVICES REQUESTED AT A LATER DATE.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED THE INFORMATIONAL MATERIAL "IMPORTANT INFORMATION FOR PERSONS MOVING HOUSEHOLD GOODS."

\_\_\_\_\_  
 Signature of Shipper or Shipper's Representative Date

NOTE: If moving conditions change between now and moving date, call the mover.

**ITEM 410  
TABLE OF MEASUREMENT AND ESTIMATE**

COLUMN 1					COLUMN 2				
Articles Not To Be Shipped	ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.
LIVING AND FAMILY ROOMS					LIVING AND FAMILY ROOMS (Cont.)				
	Bar, Portable	11				Rug, Small Roll or Pad	3		
	Bench, Fireside of Piano	5				Sofa, 2 Cushions	35		
	Bookcase	20				Sofa, 3 Cushions,	50		
	Bookshelves, Sectional	5				Sofa, 4 Cushions	60		
	Chair, Arm	10				Sofa, Sect., per Sect.	30		
	Chair, Occasional	15				Studio, Couch, or Hideabed	50		
	Chair, Overstuffed	25				Tables, Coffee	5		
	Chair, Rocker	12				Tables, Dropleaf	12		
	Chair, Straight	5				Tables, Nesting	2		
	Clock, Grandfather	20				Television, Big Screen	40		
	Day Bed	30				Television, Combination	25		
	Desk, Small or Winthrop	22				Television or Radio Console	15		
	Desk, Secretary	35				Bench, Harvest	DINING ROOM	10	
	Fireplace Equipment	5				Buffet	30		
	Foot Stool	2				Cabinet, China	25		
	Lamp, Floor or Pole	3				Cabinet, Corner	20		
	Magazine Rack	2				Chair, Dining	5		
	Music Cabinet	10				Rug, Large Roll or Pad	10		
	Piano, Baby Grand or Upright	70				Rug, Small Roll or Pad	3		
	Piano, Parlor Grand	80				Server	15		
	Piano, Spinet	60				Table, Dining	30		
	Rug, Large Roll or Pad	10				Tea Car	10		
	Subtotal Col. 1					Subtotal Col. 2			

**ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE**

COLUMN 3				
Articles Not To Be Shipped	ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.
<b>BEDROOM</b>				
	Bed, including Spring & Mattress:			
	Double	60		
	King Size	70		
	Single or Hollywood	40		
	Rollaway	20		
	Bunk (Set of 2)	70		
	Bookshelves, Sectional	5		
	Bureau, Dresser, Chest of Drawer, Chifforobe or Chiffonier	25		
	Cedar Chest	15		
	Chair, Boudoir	10		
	Chair, Straight or Rocker	5		
	Chaise Lounge	25		
	Desk, Small or Winthrop	22		
	Dresser or Vanity Bench	3		
	Dress, Double (Mr. & Mrs.)	50		
	Exercise Bike	10		
	Night Table	5		
	Rug, Large Roll or Pad	10		
	Rug, Small Roll or Pad	3		
	Vanity Dresser	20		
	Wardrobe, Small	20		
	Wardrobe, Large	40		
	Subtotal Col. 3			

COLUMN 4				
Articles Not To Be Shipped	ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.
<b>BEDROOM (Continued)</b>				
	Waterbed	20		
	Bassinette		NURSERY	5
	Bed, Youth	30		
	Chair, Child's	3		
	Chair, Rocker	12		
	Chest	12		
	Chest, Toy	5		
	Crib, Baby	10		
	Pen, Play	10		
	Rug, Large Roll or Pad	10		
	Rug, Small Roll or Pad	3		
	Table, Child's	5		
	Baker's Rack		KITCHEN	20
	Breakfast Suite Chairs	5		
	Breakfast Table	10		
	Butcher Block	10		
	Chair, High	5		
	Ironing Board	2		
	Kitchen Cabinet	30		
	Microwave	5		
	Serving Cart	15		
	Stool	3		
	Table	5		
	Subtotal Col. 4			



**ITEM 410 (Continued)  
TABLE OF MEASUREMENT AND ESTIMATE**

COLUMN 5					COLUMN 6				
Articles Not To Be Shipped	ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Per Ft. Pc.	No. of Pc.	Cu. Ft.
KITCHEN (Continued)					PORCH, OUTDOOR FURNITURE AND EQUIPMENT (Continued)				
	Utility Cabinet	10							
	APPLIANCES (LARGE)								
	Air Conditioner, Window	30				Clothes Dryer Rack	5		
	Dishwasher	20				Garden Hose and Tools	10		
	Dryer, Electric or Gas	25				Glider or Settee	20		
	Freezer: (Cu. Capacity in Ft.)					Ladder, Extension	10		
	10 or less	10				Lawn Mower (Hand)	5		
	11 to 15	45				Lawn Mower (Power)	15		
	16 and over	60				Lawn Mower (Riding)	35		
	Range, Electric or Gas	30				Leaf Sweeper	5		
	Refrigerator (Cu. Capacity in Feet)					Outdoor Child's Slide	10		
	6 or less	30				Outdoor Child's Gym	20		
	7 to 10	45				Outdoor Swings	30		
	11 and over	60				Picnic Bench	5		
	Sewing Machine, Portable	5				Picnic Table	20		
	Sewing Machine, Cabinet	10				Roller, Lawn	15		
	Trash Compactor	10				Sand Box	10		
	Vacuum Cleaner	5				Spreader	1		
	Washing Machine	25				Table	10		
	PORCH, OUTDOOR FURNITURE AND EQUIPMENT					Umbrella	5		
	Barbecue or Portable Grill	10				Wheelbarrow	8		
	Chairs, Lawn	5				Ash or Trash Can <sup>GARAGE</sup>	7		
	Chairs, Porch	10				Basket, Clothes	5		
	Subtotal Col. 5					Subtotal Col. 6			



**ITEM 410 (Concluded) <sup>ø</sup>**  
**TABLE OF MEASUREMENTS AND ESTIMATE**

COLUMN 9					COLUMN 10				
Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Cu. Ft.	Articles Not To Be Shipped	ARTICLE	Cu. Ft. Per Pc.	No. of Pc.	Cu. Ft.
CONTAINERS (To be Packed by Shipper)					CONTAINERS (Continued) (To be Packed by Mover)				
	Dish Pack	10				Mirror/Picture	5		
	Carton					Wardrobe	15		
	1 ½ cu. ft.					Crates:			
	3 cu. ft.					x x =			
	4 ½ cu. ft.					x x =			
	6 cu. ft.					x x =			
	6 ½ cu. ft.					x x =			
	Lamps	5				Subtotal Col. 10			
	Mirror/Picture	5							
CONTAINERS (To be Packed by Mover)						Total Col. 1			
	Dish Pack	10				Total Col. 2			
	Carton					Total Col. 3			
	1 ½ cu. ft.					Total Col. 4			
	3 cu. ft.					Total Col. 5			
	4 ½ cu. ft.					Total Col. 6			
	6 cu. ft.					Total Col. 7			
	6 ½ cu. ft.					Total Col. 8			
	Lamp	5				Total Col. 9			
	Subtotal Col. 9					Total Col. 10			
						GRAND TOTAL			

Explanation of Abbreviations in Items 400, 410 and 420

@ = at    Col. = Column    Cu. Ft = Cubic Feet    Lbs. = Pounds    Mi. = Miles    No. = Number    Pc. = Piece    Wt. = Weight

**ITEM 420 <sup>ø</sup>**  
**ESTIMATED COST OF SERVICES**

**This is not a Contract**

NAME OF MOVER  
 T-NUMBER OF MOVER  
 ADDRESS OF MOVER  
 TELEPHONE NUMBER OF MOVER

NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_ DATE \_\_\_\_\_  
 MOVING FROM \_\_\_\_\_ DATE OF MOVE \_\_\_\_\_  
 MOVING TO \_\_\_\_\_ DATE OF DELIVERY \_\_\_\_\_  
 Charge to (Corporation or individual) \_\_\_\_\_

SERVICES REQUESTED: Distance Move \_\_\_\_\_ Hourly Move \_\_\_\_\_ Piece Move \_\_\_\_\_ No. Articles To Be Moved \_\_\_\_\_  
 No. of Rooms To Be Moved \_\_\_\_\_ Total No. of Packing Containers to Be Supplied by Mover \_\_\_\_\_  
 CHARGES TO BE PAID BY: Cash \_\_\_\_\_ Certified Check \_\_\_\_\_ Money Order \_\_\_\_\_ Credit Card \_\_\_\_\_ Personal Check \_\_\_\_\_  
 APPROXIMATE WEIGHT: Total Cubic Feet (from table of measurements) \_\_\_\_\_ cu. ft at 7 lbs. per cu. ft. = \_\_\_\_\_ lbs.

**LONG DISTANCE MOVING**

Total cu. ft. \_\_\_\_\_ Miles \_\_\_\_\_

Est. Weight \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

No. Flights \_\_\_\_\_ at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

No. Long Carries \_\_\_\_\_ at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

Extra Pickup-Delivery or Both \_\_\_\_\_ \$ \_\_\_\_\_

Haul to – from Storage-in-Transit \_\_\_\_\_ hours \_\_\_\_\_ \$ \_\_\_\_\_

Storage-in-Transit Charges:

First Day \_\_\_\_\_ lbs. at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

Each Additional Day at \_\_\_\_\_ per 100 lbs. \$ \_\_\_\_\_

Piano, Type \_\_\_\_\_ Organ, Type \_\_\_\_\_ \$ \_\_\_\_\_

Appliances to Service \_\_\_\_\_ \$ \_\_\_\_\_

Assembly / Disassembly of Articles \_\_\_\_\_ \$ \_\_\_\_\_

Hoisting / Lowering \_\_\_\_\_ \$ \_\_\_\_\_

Bulky Articles \_\_\_\_\_ \$ \_\_\_\_\_

Valuation Charge (See Basis For Mover's Estimated Cost of Services) \$ \_\_\_\_\_

Other Services \_\_\_\_\_ \$ \_\_\_\_\_

Estimated Cost \$ \_\_\_\_\_

**ITEM 420 (Continued) <sup>o</sup>  
ESTIMATED COST OF SERVICES**

This is not a Contract

**LOCAL MOVING**

Loading \_\_\_\_\_ Hrs.  
 DBL Driving \_\_\_\_\_ Hrs.  
 Unload \_\_\_\_\_ Hrs.  
 TOTAL \_\_\_\_\_ Hrs.

**ESTIMATE OF HOURS**

Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ van and \_\_\_\_\_ persons at \$ \_\_\_\_\_ per hour-straight time  
 Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ van and \_\_\_\_\_ persons at \$ \_\_\_\_\_ per hour-overtime

Piano Type \_\_\_\_\_ No. Flights \_\_\_\_\_ Moving Charge \$ \_\_\_\_\_  
 Bridge or Ferry Tolls (Estimated) \_\_\_\_\_ \$ \_\_\_\_\_  
 Hoisting/Lowering \_\_\_\_\_ \$ \_\_\_\_\_  
 Valuation Charge (See Basis for Mover's Estimated Cost of Services) \_\_\_\_\_ \$ \_\_\_\_\_  
 Other Services \_\_\_\_\_ \$ \_\_\_\_\_  
 Estimated Cost \$ \_\_\_\_\_

**PACKING AND UNPACKING CHARGES MAY BE MADE EITHER ON AN HOURLY BASIS OR A UNIT BASIS.**

**PACKING AND UNPACKING**

**HOURLY LABOR**

Pack at Residence, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Packers at \$ \_\_\_\_\_ per hour-straight time  
 Pack at Residence, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Packers at \$ \_\_\_\_\_ per hour-overtime  
 \_\_\_\_\_ Packing Charge \$ \_\_\_\_\_  
 Unpack, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Unpackers at \$ \_\_\_\_\_ per hour-straight time  
 Unpack, Estimated \_\_\_\_\_ hrs. for \_\_\_\_\_ Unpackers at \$ \_\_\_\_\_ per hour-overtime  
 \_\_\_\_\_ Unpacking Charge \$ \_\_\_\_\_  
 Hourly Packing Labor Costs \$ \_\_\_\_\_

**MATERIAL PACKING**

	Quantity	Charge per Unit			
		Pack	Unpack	Material	
Dish Packs or Barrels	_____	_____	_____	_____	\$ _____
Cartons over 1 ½ cu. ft.	_____	_____	_____	_____	\$ _____
Cartons over 3 cu. ft.	_____	_____	_____	_____	\$ _____
Cartons over 4 ½ cu. ft.	_____	_____	_____	_____	\$ _____
Cartons over 6 cu. ft.	_____	_____	_____	_____	\$ _____
Cartons over 6 ½ cu. ft.	_____	_____	_____	_____	\$ _____
Wardrobes	_____	_____	_____	_____	\$ _____
Mattress ctn. Single	_____	_____	_____	_____	\$ _____
Mattress Ctn. Double	_____	_____	_____	_____	\$ _____
Mattress Ctn. King	_____	_____	_____	_____	\$ _____
Mattress Ctn. Crib	_____	_____	_____	_____	\$ _____
Glass Packs	_____	_____	_____	_____	\$ _____
Crate, Size _____	_____	_____	_____	_____	\$ _____
Crate Size _____	_____	_____	_____	_____	\$ _____
				Materials/and or Unit Packing Costs	\$ _____
				Total (Hourly or Unit) Packing and Material Cost	\$ _____
DELIVERY OF PACKING MATERIAL	_____				\$ _____

ITEM 420 (Concluded) <sup>o</sup>  
ESTIMATED COST OF SERVICES

This is not a Contract

REMARKS

(Any remarks, including minimums such as weight, hours, per pound valuations, etc.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

LOCAL MOVING _____	\$ _____
STORAGE _____	\$ _____
LONG DISTANCE MOVING _____	\$ _____
PACKING AND/OR UNPACKING _____	\$ _____
MISCELLANEOUS _____	\$ _____
TOTAL COST	\$ _____
Amount Total Cost Exceeds Under Maximum Fixed Rate	\$ _____

**IMPORTANT NOTICE:** This estimated cost document covers only the articles and services listed on the Basis for Mover's Estimated Costs of Services. ACTUAL CHARGES FOR THOSE SERVICES WILL NOT EXCEED THE AMOUNT OF THE ESTIMATED COST. No guarantee can be made as to specific dates of pickup or delivery of your shipment, unless you make special arrangements with the mover.

**NOTICE TO THE ESTIMATOR:** It is mandatory to use cubic footage for each article at not less than that shown on the Table of Measurements and Estimate and the total cubic footage be multiplied by seven to determine the total approximate weight for determining the charge under the maximum fixed rate.

**TO BE COMPLETED BY MOVER:**

Are Maximum Rates to be exceeded on this move? YES \_\_\_\_\_ NO \_\_\_\_\_  
If yes, by how much will charged exceed those at Maximum Rates? \_\_\_\_\_

**TO BE COMPLETED BY THE SHIPPER:**

Do you consent to the amount of charge to be assessed over the Maximum Rates? YES \_\_\_\_\_ NO \_\_\_\_\_

ESTIMATOR'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**ITEM 440 <sup>Ø</sup>  
CHANGE ORDER FOR SERVICES**

NAME OF MOVER  
T-NUMBER OF MOVER  
ADDRESS OF MOVER  
TELEPHONE NUMBER OF MOVER

**THIS WILL CERTIFY AND ATTEST THAT SHIPPER OR SHIPPER'S REPRESENTATIVE AS SHOWN ON ORDER FOR SERVICES NO. \_\_\_\_\_ DATED \_\_\_\_\_ WITH \_\_\_\_\_ REQUESTS (MOVER'S NAME) ADDITIONAL SERVICES AT CHARGES AS INDICATED ON REVERSE OF THIS FORM.**

Estimated Cost of Services, Agreement for Moving Services, Shipping Order and Freight Bill

Document Issued at:	Date Service Req'd	A.M. P.M.
	Pack Date	A.M. P.M.
	Delivery Date Req'd	A.M. P.M.
	Order taken by:	

SHIPPER IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING and ask for an explanation of anything not clear or inconsistent with any previous representation. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE MOVER TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM:	TO:
Floor _____	Floor _____
Apt. No. _____	Apt. No. _____
Phone _____	Phone _____

ORIGIN	DESTINATION	EXTRA HELPER	RATES FOR OTHER ADDITIONAL SERVICES
Van and _____ Men	Van and _____ Men	per man hr.	REQUESTED
\$ _____ per hr.	\$ _____ per hr.	@\$ _____	
Calculated on Basis of Loading and Unloading Plus Double Driving time between Point of Pickup and Delivery.			

PACKING INSTRUCTIONS pack \_\_\_\_\_ unpack \_\_\_\_\_ hourly \_\_\_\_\_ unit \_\_\_\_\_

PACKER's NAME	HOURS	DATE
_____	_____	_____
_____	_____	_____

**LONG DISTANCE RATES** Rate per 100 lbs. between Points Named

Miles	500 Lbs.	1000 Lbs.	2000 Lbs.	5000 Lbs.	9000 Lbs.	12000 Lbs.	1600 Lbs.
	\$	\$	\$	\$	\$	\$	\$

Pickup or Delivery at other Than Ground Floor	Add'l Charge	Split Pickup and/or Delivery per Stop @	\$ _____
Per piece or Cwt. Per Flight	\$ _____		

STORAGE-IN-TRANSIT (Max. 90 days)

First Day @ \_\_\_\_\_ c/cwt.

Add'l Days @ \_\_\_\_\_ c/cwt./day

Warehouse Handling \_\_\_\_\_ lbs @ \_\_\_\_\_ c/cwt.

PIECE MOVING (NOT OVER 5 PIECES)	1st Article	Add'l Article	Miles
\$ _____	\$ _____	EA.	_____

**ITEM 440 (Continued) <sup>0</sup>  
CHANGE ORDER FOR SERVICES**

**PACKING/UNPACKING  
(Either hourly or by container)**

**RATES FOR HOURLY PACKING LABOR (If Applicable)**

PACKING/CRATING @ \$ \_\_\_\_\_  
UNPACKING/UNCRATING @ \$ \_\_\_\_\_

Per Man Per Hour Plus All Materials Used on Job  
Per Man Per Hour Plus All Materials Used on Job

**RATES AND CHARGES PER UNIT (CONTAINERS)**

CONTAINER/MATERIALS	Est.	No. Used	FOR MATERIALS		FOR MATERIALS		FOR MATERIALS	
			RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
Dishpacks (Not less than 5 cu. ft.)				\$		\$		\$
Cartons: 1 1/2				\$		\$		\$
3				\$		\$		\$
4 1/2				\$		\$		\$
6 1/2				\$		\$		\$
Mattress: Single Size				\$		\$		\$
Double Size				\$		\$		\$
King Size				\$		\$		\$
Queen Size				\$		\$		\$
Crib Size				\$		\$		\$
Mirror Cartons:				\$		\$		\$
Wardrobes				\$		\$		\$
Crates				\$		\$		\$
				\$		\$		\$
<b>TOTAL MATERIALS CHARGE\$</b>								//////////
<b>TOTAL UNIT PACKING CHARGE\$</b>								//////////
<b>TOTAL UNIT UNPACKING CHARGE</b>								\$

Driver	Loading	Delivery/Pickup of Containers			
Helper	Dbl Driving	Hrs.	TOTAL PACKING/UNPACKING HOURS @ \$		PER HR.
Helper	Unload	Hrs.			
Van. No.	TOTAL	HOURS CHARGE		@ \$	Per Hr. \$
<b>The Articles Listed Will Be Included In The Valuation Declared In The Agreement For Moving Services and Materials Unless A Change Is Requested.</b>		Overtime	Hours	@ \$	Per Hr. \$
		Extra Man ( )	Hours	@ \$	Per Hr. \$
		Gross Wt.	Lbs.	Tare Wt.	Lbs. \$
		Net Weight	Lbs.	@ \$	Per Cwt. \$
		Flight/Long Carry			Per Cwt. \$
		Extra Pickup or Delivery		@ \$	\$
		TOTAL PCAKING MATERIAL CHARGES			\$
		TAX			\$
		TOTAL HOURLY PACKING	HRS.	@ \$	or \$
		TOTAL UNIT PACKING/UNPACKING			\$
		APPLIANCES to be serviced, if none write "NONE"			\$
					\$

Shipper requests a change in the valuation listed in the Agreement for Services and Materials and declared shipment value to be:

\$ \_\_\_\_\_

The level of protection (actual cash value or full value protection) indicated on the Agreement for Services and Materials will apply at mover's stated rate over \$100 of declared value, unless otherwise indicated here.

**TRANSPORTATION VALUATION**

Actual Cash Value \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Full Value \_\_\_\_\_  
No Deductible \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Deductible of \$250 \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Deductible of \$500 \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.

**STORAGE-IN-TRANSIT-VALUATION**

Actual Cash Value \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.  
Full Value \_\_\_\_\_ @ \$ \_\_\_\_\_ per \$100 of declared value.

I UNDERSTAND THAT THE COST FOR SERVICES RENDERED WILL "NOT EXCEED"

I UNDERSTAND THAT I MAY BE REQUIRED TO PAY FOR THE SERVICES REQUESTED ABOVE AT THE TIME OF DELIVERY. THESE CHARGES ARE IN ADDITION TO THOSE CHARGES SET FORTH ON THE ESTIMATED COST OF SERVICES AND/OR AGREEMENT FOR MOVING SERVICES. I HAVE READ THIS CONTRACT AND AGREE TO THE PROVISIONS HEREIN AND RECEIVED A COPY.

\_\_\_\_\_  
Mover's Representative

\_\_\_\_\_  
Shipper or Shipper's Representative

\_\_\_\_\_  
Date





ITEM 450 <sup>ø</sup>  
AGREEMENT FOR MOVING SERVICES

Form for Use in Connection with Consignments of Used Household Goods And Related Articles

\_\_\_\_\_  
(Name and T Number of mover which shall be the name in which the operating authority is held.)

\_\_\_\_\_  
(Serial number of document)

(The shipper is requested to read this document carefully before signing it and ask for an explanation of anything which is not clear or is inconsistent with any previous representation made by the mover.)

\_\_\_\_\_  
(Place document is issued)

\_\_\_\_\_  
(Date move is tendered)

\_\_\_\_\_  
(Date issued)

This will confirm instructions received from \_\_\_\_\_  
(Name the person placing instructions)

To transport a consignment of \_\_\_\_\_  
(Household goods or other sufficient description to determine the articles

included in the NOT TO EXCEED PRICE)  
from \_\_\_\_\_  
(Describe the location from which the Items are to be shipped)

to \_\_\_\_\_, to receive the  
(Describe the location at which the goods are to be delivered)

consignment for transportation on \_\_\_\_\_  
(Specify services such as packing, crating,

unpacking or uncrating, in sufficient detail to determine the services included

Or not included in the NOT TO EXCEED PRICE)

\_\_\_\_\_ in connection with the receipt,  
transportation or delivery of the consignment, to notify \_\_\_\_\_  
(Name the party to be notified)

at \_\_\_\_\_  
(Location where notification is to be made)

by \_\_\_\_\_  
(Describe when and how notification is to be made, the expected delivery date, and when and how

delivery is to be accomplished, or note the shipper was requested to supply a notification address and/or

delivery arrangements but declined to do so)

ITEM 450 (Continued) <sup>o</sup>
AGREEMENT FOR MOVING SERVICES

Form for Use in Connection With Consignments Of Used Household Goods And Related Articles (Continued)

The rate(s) for the above described services is (are) \_\_\_\_\_

(Name the rate or rates and the number of persons, viz, helpers, packers, to be provided for transportation and
accessorial services ordered, designating the particular services for which different rates are quoted and the
circumstances which may result in extra charges, e.g. if the shipper orders additional service or fails to accept
delivery pursuant to the arrangements described above, or if mover imposes any minimum provisions or charges
overtime)

The charge will include a minimum of \_\_\_\_\_
(list any minimum hours, weights, rates, valuation levels, etc.)

The Mover Agrees to Perform the Stated Services at the stated Rates \_\_\_\_\_
(Signature of Mover)

Important Notice

No rates higher than the Maximum Fixed Rates promulgated in the Bureau of Household Goods and Services' Maximum Rate
Tariff 4 may be quoted or charged, unless an Estimated Cost of Services has been issued no less than three (3) days before the
day of the move.

The Not to Exceed Price shall not exceed the Estimated Cost of Services plus any Change Order for Services issued prior to
signing this Agreement. The maximum charge shall be the quoted rates applied to: the number of hours, weight, or number of
other units of measurement, no higher than the NOT TO EXCEED PRICE.

Copies of the Bureau of Household Goods and Services' Maximum Rate Tariff 4 are open to the public for inspection
at the Bureau's office in Sacramento and at the mover's office \_\_\_\_\_
(designate location)

NOT TO EXCEED PRICE (for all services and articles named herein):
THE MAXIMUM CHARGE THAT MY BE ASSESSED FOR THIS SHIPMENT IS \$ \_\_\_\_\_
(Subject to Change Order for Services)

(State whether shipper is to pay charges in cash, check, or by authorized credit card.)

\_\_\_\_\_(Shipper's Name) \_\_\_\_\_(Mover's Name)

\_\_\_\_\_(Signature of Shipper or Shipper's Agent) \_\_\_\_\_(Name of Mover's Representative)

\_\_\_\_\_(Address of Shipper or Agent of Shipper) \_\_\_\_\_(Signature of Mover's Representative)

\_\_\_\_\_(Date) \_\_\_\_\_(Date)

EXECUTION OF THE AGREEMENT DOES NOT EXEMPT MOVER FROM COMPLIANCE WITH ANY PROVISION OF LAW
OR BUREAU OF HOUSHOLD GOODS AND SERVICES RULES OR REGULATIONS, EVEN THOUGH NOT EXPRESSLY
SET FORTH IN THE AGREEMENT.

**ITEM 450 (Concluded) <sup>o</sup>  
 AGREEMENT FOR MOVING SERVICES  
 CONSUMER PROTECTION AND/OR WAIVES**

**1. IMPORTANT INFORMATION BOOKLET**

In accordance with the rules of the Bureau of Household Goods and Services (Bureau), before you move, the mover (the moving company) is required to ensure you (the shipper) have been given the booklet, Important Information for Persons Moving Household Goods. You may choose not to receive a booklet from this mover if you previously received one from another source. You are entitled to payment of \$100 from your mover if your mover fails to ensure that you have received the booklet before starting your move.

Please initial below to acknowledge you have received the booklet from either your mover or another source.

\_\_\_\_\_ Date \_\_\_\_\_  
 (Initial)

**2. COVERAGE FOR LOSS AND DAMAGE**

As explained in the "important information..." booklet, there are options available to cover loss or damage to your goods. These options are:

(1) 60 cents per pound per article --

This option provides for recovery for lost or damaged item(s) based on 60 cents times the weight of the item(s). This coverage is provided at no additional charge.

(2) Actual Cash Value --

This option provides for recovery for lost or damaged items based on current replacement value at the time of loss or damage, up to the total dollar amount of valuation declared by shipper. You may be charged for coverage provided under this option.

(3) Full Value Protection --

This option provides for recovery for lost or damaged items based on current replacement value at the time of loss or damage, up to the total dollar amount of valuation declared by shipper. You may be charged for coverage provided under this option.

<u>VALUATION OPTIONS</u>	<u>INITIAL YOUR CHOICE</u>	<u>TRANSPORTATION</u>	<u>STORAGE-IN- TRANSIT</u>
Basic: 60 cents/lb./art.	_____	no additional charge	no additional charge
Actual Cash Value	_____	\$ _____ per \$100	\$ _____ per \$100
Full Value			
No deductible	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100
Deductible of \$250	_____	\$ _____ per \$100	\$ _____ per \$100

**OPTIONAL: MINIMUM VALUATIONS BASED ON WEIGHT**

**VALUATION OPTIONS**

**PER POUND VALUATION  
 MINIMUMS  
 (a minimum \$ valuation per pound)**

Basic: 60 cents/lb./article	not applicable
Actual Cash Value	\$ _____ per pound
Full Value	\$ _____ per pound

**3. ISSUANCE OF AGREEMENT FOR MOVING SERVICES**

The Bureau requires that an "Agreement for Moving Services" be issued to you by the mover three days or more in advance of the move. An exception to this requirement is where the arrangement to move occurs on short notice less than 3 days). You may also choose to waive this requirement entirely, at any time prior to the move.

- Did you choose to waive this requirement entirely? Yes \_\_\_\_\_ No \_\_\_\_\_
- Was the moving date agreed to between you and the mover less than 3 days prior to the day of the move? Yes \_\_\_\_\_ No \_\_\_\_\_

Please Print Shipper's Name: \_\_\_\_\_

Shipper's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ITEM 460 <sup>ø</sup>**  
**SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND RELATED ARTICLES**

Name of Mover \_\_\_\_\_ Bill No. \_\_\_\_\_

Address \_\_\_\_\_ T Number of Mover \_\_\_\_\_

Date Issued \_\_\_\_\_

Shipper \_\_\_\_\_ Consignee \_\_\_\_\_

Street Address \_\_\_\_\_ Street Address \_\_\_\_\_

City \_\_\_\_\_ City \_\_\_\_\_

Credit Card of Shipper: \_\_\_\_\_ Number \_\_\_\_\_

Destination telephone number and notification address if different than delivery address \_\_\_\_\_

Description of Shipment: AT RATES IN DOLLAR PER HOUR

Units of Equipment:  
 with Driver only \_\_\_\_\_ With river and Helper \_\_\_\_\_

Service	Time Started	Time Completed	Deductions (1)	Time for Computing Charges	Rate	Charges
Loading						\$
Driving				(2)		\$
Unloading						\$
Total						\$

Number of Additional Helpers

__ Loading						\$
__ Driving				(2)		\$
__ Unloading						\$
Total						

AT RATES IN DOLLARS PER PIECE (5 Pieces or less)

Number of Pieces	Rate for First Piece	Rate for Each Additional Piece	Charges
			\$
Total			\$

AT RATES IN DOLLARS PER 100 POUNDS

Weight	Miles	Tariff Rate Item	Rate	Charges
				\$

OTHER SERVICES (Including number of Packers) AND CHARGES (3) \$

Valuation Charge (see Agreement for Service and Materials)	\$
Total to Collect	\$
NOT TO EXCEED PRICE	\$

- (1) Show time not chargeable, such as time for meals.
- (2) Show double the driving time, except when more than one shipment transported on a single unit of equipment, show not less than \_\_\_\_\_ minutes actual time.
- (3) Show each charge separately and what it represents.

ITEM 460 (Concluded) <sup>o</sup>  
SHIPPING ORDER AND FREIGHT BILL FOR USED HOUSEHOLD GOODS AND  
RELATED ARTICLES

Description of Shipment:

\_\_\_\_\_

Shipper's preferred delivery date: \_\_\_\_\_

Received by mover in good condition on \_\_\_\_\_ (date), except as noted: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Received by consignee: Name \_\_\_\_\_ Date \_\_\_\_\_

**NOTICE:**

**PLEASE INSPECT YOUR GOODS PROMPTLY.  
CLAIMS FOR ANY LOST OR DAMAGED GOODS MUST BE FILED WITH THE MOVER IN WRITING.**

Computation of Amount Payable When Estimated Cost of Services Has Been Given

The amount of Estimated Cost of Services (1) \$ \_\_\_\_\_

Total charge on Change Order for Services (2) \$ \_\_\_\_\_

Maximum charge shipper shall pay: total of (1) and (2) \$ \_\_\_\_\_

I hereby authorize mover to assign the freight charges to my credit card account (as named above).

\_\_\_\_\_  
Signature of shipper or shipper's representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of mover or mover's representative

\_\_\_\_\_  
Date

**ITEM 465  
IMPORTANT NOTICE ABOUT YOUR MOVE**

IT IS VERY IMPORTANT THAT YOU ONLY AGREE TO A "NOT TO EXCEED" AMOUNT THAT YOU THINK IS A PROPER AND REASONABLE FEE FOR THE SERVICES YOU ARE REQUESTING. THE "NOT TO EXCEED" AMOUNT THIS MOVER IS REQUESTING IS \$\_\_\_\_\_ to perform the following services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF YOU DO NOT AGREE TO THE "NOT TO EXCEED" AMOUNT LISTED OR THE DESCRIPTION OF SERVICES, YOU HAVE THE RIGHT TO REFUSE THE MOVER'S SERVICE AT NO CHARGE TO YOU.

If you request additional or different services at the time of the move, you may be asked to complete a Change Order which will set forth your agreement to pay for additional fees for those newly requested services. If you agree to the additional charges on that Change Order, those charges may be added to the "NOT TO EXCEED" amount set forth above. If you do not agree to the amounts listed in the Change Order, you should not sign it and may refuse the mover's services.

A mover cannot refuse to release your goods once you have paid the "NOT TO EXCEED" amount for the transportation of your goods and personal effects and any additional services that you have agreed to in writing. The "NOT TO EXCEED" amount must be reasonable.

A mover cannot, under any circumstances, withhold food, medicine, medical devices, items to treat or assist a disabled person, or items used for care of a minor child. An unlicensed mover has no right to withhold your goods for any reason including claims that you have not adequately paid for services rendered.

For additional information or to confirm whether a mover is licensed by the Bureau of Household Goods and Services (Bureau), please call the Bureau at 1-833-488-2327.

I have completed this form and provided the consumer (shipper) with a copy of this notice.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

I have been provided with a copy of this form.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

**ITEM 470  
 IMPORTANT INFORMATION FOR PERSONS MOVING  
 HOUSEHOLD GOODS (within California)**

ABOUT THIS BOOKLET

This booklet has been prepared by the Bureau of Household Goods and Services (Bureau) to offer guidelines and recommendations for moving and to explain the obligations (regulations) of moving companies in California. The Bureau requires this information be provided without charge by household movers to persons planning to move between points in California. The mover ultimately performing your move must (1) provide this booklet to you at the first in-person contact, (2) mail the booklet to you (time allowing) if the move was arranged and confirmed by mail or telephone and no in-person contact is made prior to the day of the move, or (3) obtain your assurance that you received it from some other source. In any case, you must initial a statement on the Consumer Protections and/or Waivers section of the Agreement for Moving Services (Agreement) indicating you have received the booklet. If your mover does not ensure you have this booklet, you are eligible for a \$100 refund from your mover.

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INTRODUCTION

This material is designed to give you the information necessary to ensure a well-planned, uncomplicated move. Throughout this document you will be referred to as “you” or the “shipper.” The moving company will be called either the “carrier” or the “mover.”



**ITEM 470 (Continued) <sup>o</sup>**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

The Bureau has rules governing how much the mover can charge you for its services. The specific government rules, regulations and rate limitations for movers within California are provided in the Bureau's Maximum Rate Tariff 4. A copy of Maximum Rate Tariff 4 and all forms and documents used by the mover can be examined at either the mover's place of business or the Bureau office located at 4244 South Market Court, Suite D, Sacramento, CA 95834 or on the Bureau's website, [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov). In addition, you may call 1-833-488-2327 for information on the maximum rate program.

California moves require much paperwork. You should read all forms and be sure they are completely filled out before you sign. Always get a copy of everything you sign.

If you have a problem about a move within California that you and the mover cannot resolve, please call the Bureau.

**HOW TO CHOOSE A MOVER**

Most licensed moving companies are listed in classified telephone directories, newspapers, and other local advertising. When consulting written advertisements, avoid contacting movers whose license number (Cal "T-No."), issued by the Bureau, is not shown. Such movers are probably not licensed or insured against loss or damage. You may want to ask friends who have recently moved if they can recommend a moving company. Additionally, some realtors may advise you based upon their customers' experiences. Mover associations, business groups, chambers of commerce, and consumer organizations may also be a source of information. Once you have the names of possible moving companies, you may call the Bureau at 1-833-488-2327 or check the Bureau's licensee lookup at [www.bhgs.dca.ca.gov](http://www.bhgs.dca.ca.gov) to determine whether the movers are licensed and insured and whether the Bureau has issued informal citations or taken formal legal actions against the movers. You should also get written estimates to compare the prices and services of different moving companies to help you select a mover.

Be sure to obtain the complete and correct moving company name, T-number (Bureau license no.), address and telephone number of the mover you select to move your belongings, and keep the mover informed as to how and where you may be reached at all times until the shipment is delivered.

**MAXIMUM RATES**

All rates and charges are subject to Bureau-set maximums. Normally, movers will not exceed these maximums; in fact, most movers charge less. However, there may be circumstances under which a mover must issue you a written estimate of total costs no less than three days prior to moving day, indicate that maximum rates will be exceeded

**ITEM 470 (Continued) \*\***  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

on the move and obtain your consent to the rates to be charged. If these procedures are not followed, the mover may not exceed Bureau maximum rates.

**ESTIMATES AND COSTS**

You should request a written estimate from two or more movers so you can compare prices. Written estimates are binding on the mover. All written estimates must be based on a visual inspection of goods and must show total estimated charges. A verbal rate quotation (how much it will cost per 100 pounds, or per hour) is not an estimate.

**Remember, verbal estimates are not binding. To avoid problems in the long run, get any total cost estimates in writing!**

In describing your wishes, be as consistent as possible with each mover you talk to; this will make it easier to compare estimates. Be sure to tell the prospective movers about all of the goods you want moved, any special services you require and conditions affecting pick-up and delivery (e.g., stairs, narrow road). It is especially important to tell the movers everything about your new home that may affect your move. This ensures a more accurate estimate of cost and reduces the chance of misunderstandings and/or unexpected charges on moving day.

A mover's rates for long-distance moves are based on miles, which are miles accounting for driving conditions. If the move is over 100 miles, it is considered a long-distance move and must be charged on a weight and mileage basis. If your move is 100 miles or less, it is considered a local move and is usually charged by the hour. On local moves that can be completed in a few hours, some movers may not consider it feasible to visually inspect and give you a written estimate, but will quote you the hourly rate. You should consider contacting other movers to get a written estimate of the total cost.

In certain circumstances, some movers may have minimum charges. For example, on hourly moves, a mover may charge a minimum of four hours even if your move takes only two or three. Similarly, on distance moves, a mover may charge for a minimum weight of 5,000 pounds. So, even if the total weight of your shipment is 3,000 pounds, you may be charged for 5,000 pounds.

Movers normally will charge for packing and unpacking services provided. On distance-rated shipments there may be an additional charge for elevators and flights of stairs past the first floor (except in a single-family home). If it is impossible for the mover to park so that the tailgate of his vehicle is within 75 feet of the front door, a long carry charge may apply.

If you add items or request services not included in the estimate, the mover will provide a Change Order for Services (Change Order) either at the time of pickup or before

**ITEM 470 (Continued)**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

performing services, and of course, you pay for these additional services. Make sure the form is filled out before you sign and don't forget to keep a copy. Do not sign a blank Change Order.

The Bureau wants to ensure that you know the cost of your move in advance and that you do not pay an excessive price for the move. Before your move begins, the mover must inform you of a Not to Exceed Price for your move and cannot charge you more than that price unless you add items or request additional services not previously included in your Agreement. This Not to Exceed Price must be written on the Agreement along with any minimums that may apply and specific details of the move.

If you have an estimate, the amount of the estimate is the highest price you can be charged and should be the Not to Exceed Price written on the Agreement. However, any charges on a Change Order will be added, as discussed above.

If you do not have an estimate, the highest price you will pay is the lesser of (1) the Not to Exceed Price, subject to maximum fixed rates, plus any Change Order charges or (2) the charges calculated using the rates quoted in the Agreement.

**INVENTORY REPORT**

An inventory (or inventory report) is a list of items and their current condition. When the mover arrives to pick up your goods, you may request an inventory of all articles you want shipped. A complete and specific inventory report is a business-like procedure for you and the mover. While common for distance moves, an inventory report is not normally prepared for hourly moves. Be aware that if yours is an hourly move you may be charged for the time it takes to prepare the inventory report.

In preparing the inventory list of your furniture and other goods, the mover will note the condition of each article in a code explained at the top of the form: e.g., "G" for gouged. Make sure you and the mover agreed about the condition. If you disagree, make your own notation on the inventory list; otherwise, you may have difficulty securing compensation should damage occur.

Similarly, your personal participation is recommended when your goods are delivered. If an item is missing or damaged, tell the mover and mark it on both the mover's and your copy of the inventory sheet. Check all cartons carrying china, glassware, and other fragile items for damage before the mover leaves.

When delivery is complete, you should sign the inventory sheet and delivery receipt, noting any lost or damaged items. This will simplify processing of any future claims. However, failure to do so in no way affects your right to make a claim and to have the claim considered on its merits.

**ITEM 470 (Continued) \*/\*\***  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

**PICKUP AND DELIVERY DATES**

If the mover agrees to pick up your goods on a particular day and/or at a specified time, every effort must be made to meet that commitment. If, for some reason, the time or date cannot be met, the mover must notify you (or the party you designate) by telephone, email, or fax, at the mover's expense, as soon as it becomes apparent that the pickup will not be at the time promised.

If delivery of your goods is delayed, the mover must notify you at least 24 hours in advance (at mover's expense by telephone, email, or fax), at the address or telephone number you have provided.

For moves weighing 5,000 pounds or more and/or transported 75 miles or more, you may request the mover to pick up a shipment on an agreed date and deliver it within an agreed upon span of two consecutive days. If pickup is not made on the agreed upon date and delivery within two (2) days of the agreed date, the mover must pay you \$100 per day for each and every day of delay. This is in addition to any other claim you make. You must request this service in writing and any claim for failure to deliver on the agreed date must be made in writing within 30 days of delivery (See "How to File a Claim").

Claims for reimbursement for damages because of mover negligence in failing to pick up or deliver your shipment on the agreed-upon date or period of time specified in the Agreement and shipping order should be handled like any other claim for loss or damage (See "How to File a Claim").

**PACKING AND OTHER PREPARATIONS**

You may wish to save money by packing some or all of your own household goods; however, you should be aware that in the event of breakage you will have to show damage occurred because of the mover's negligent handling and not your packing. In case there is damage, always save the box, the contents and the packing materials to facilitate claims handling.

Never pack matches, flammables (such as propane tanks) or other dangerous articles (see the last page of this booklet for more examples of things not to include in your move). It's a good idea to empty, defrost and dry refrigerators and freezers. Set aside jewelry, money, vital documents and valuable small items in a safe place, not accessible to anyone entering either your old or your new residence. Do not ship jewelry, money, important papers or other valuable personal articles unless you make written arrangements with the mover – it is best to carry these items with you.

**ITEM 470 (Continued) \*/\*\***  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

It's up to you to make such preparations as disconnecting major appliances, providing special services to protect them during the move and removing items attached to walls or floors such as draperies and tacked-down carpets. Some moving companies will provide these services for a fee, or they can suggest firms in the local area to assist you.

**AGREEMENT FOR MOVING SERVICES**

In addition to other items, the Agreement shows: the mover's name, PUC license number (T-number), address, and telephone number where you can reach him or her; the address and the telephone number where the mover can contact you about the move; the location where your goods are being moved; the date of loading or pickup and the preferred date of delivery; a summary description of the move (i.e., a general description of items to be included or excluded and services to be provided); the declared value of your goods; the rates upon which the charges are based and any minimums the mover may have; and the Not to Exceed Price, which is the highest charge that may be assessed for the various services to be performed, plus any additional charges as requested on a Change Order.

The mover is required to complete the Agreement (except for the Not to Exceed Price), sign it, and give it to you no less than 3 days before day of the move, unless arrangements to move are made less than 3 days in advance of the moving date or you agree to waive the requirement. This gives you time to review it and ask for an explanation of any unclear items. For example, if you are moving on a Saturday, you should get the Agreement on Wednesday. Before your move begins, the mover must fill in the Not to Exceed Price on the Agreement, and both you and the mover must sign it.

**WEIGHING YOUR GOODS**

When your charges are based on weight, the moving van will be weighed by a certified weighmaster on a certified scale before and after loading. You may observe the actual weighing or you may ask the mover to notify you of the charges by telephone, email, or fax as soon as the goods are weighed. You should request copies of the weight information before and after loading. If you have any reason to question the reported weight, you may ask for a reweigh before delivery.

No extra charge will be made for reweighing IF the difference between the two net scale weights exceeds 100 pounds on shipments weighing 5,000 pounds or less or exceeds two (2) percent of the lower net scale weight on shipments weighing more than 5,000 pounds. The lower of the two net weights must be used in determining the charges. If you request a reweigh and the difference between the weights is not as described above, you may be required to pay for the reweighing.

**ITEM 470 (Continued)**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

**PROTECTING YOUR GOODS**

Already included in the mover's rates is protection against possible loss or damage at 60 cents per pound per article. You may choose to purchase additional protection and set the value on your belongings for an amount that makes you comfortable. Be sure to check any insurance policies you have before paying for additional protection. If you are unsure, call your insurance agent.

The mover may charge you for the level of protection and the value you place on your goods. Actual cash value protection covers the depreciated value of your goods and is determined by such things as the cost of the item new, its age, its condition when received by the mover, and the value you declare. Full value protection usually costs more since it will cover the replacement cost of any lost or damaged item. The mover may opt to replace, reimburse or repair the damaged item, according to the protection level you choose. Remember to declare items of extraordinary value. If you fail to do this, the mover may not be liable for the full value of those items regardless of the level of protection you choose. In addition, your goods are protected while they are stored-in-transit at your request, and your mover may charge an additional valuation rate for that service. However, if the storage-in-transit is undertaken for the mover's convenience, you will not be charged for this additional protection.

The agreement includes a section entitled "Consumer Protections and/or Waivers" on which you must declare the value of your shipment and choose a level of protection. If you fail to do so, your goods will be automatically protected for actual cash value up to \$20,000. You may be charged for this protection, at the rate for each \$100 (or fraction thereof) of declared value, as stated on the Agreement. If no valuation charge is stated, the rate is \$0 (zero) per \$100 of declared value. Your protection level choices are explained below.

- a. Basic Coverage at 60 cents per pound per article ensures recovery at 60 cents multiplied by the weight of the item or the carton it's packed in. Thus, if an item weighing 20 pounds is lost or damaged, you can recover \$12.00 for that item (60 cents x 20 pounds). This is very minimal protection and your goods are probably worth considerably more. This protection is included in the mover's rate.
- b. Actual Cash Value protection ensures recovery at the actual cash value (i.e., fair market value of your lost or damaged item(s), up to the total value you declare. The mover may charge for actual cash value protection and will state the rate on the Agreement.
- c. Full Value protection ensures recovery at the full value (i.e., replacement value) of your lost or damaged item(s), up to the total value you declare. The mover may offer deductibles in combination with full value protection. You are responsible

**ITEM 470 (Continued) \***  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

for deductibles unless an item is lost by the mover; refer to section on Limitations on the Mover's Liability. The mover may charge for full value protection and will state the rate on the Agreement.

**LIABILITY FOR VALUABLES**

Items of extraordinary value, such as antiques, art objects, gold or silver articles, etc., should be separately described on the inventory and a value declared for each. Be sure to list the items by description and value on the shipping document. It's best not to ship money, jewelry, important papers or other valuable personal articles. Keep such items out of the reach of others and take them with you.

**LIMITATION ON THE MOVER'S LIABILITY**

The mover is not liable in a claim for loss or damage to articles in the following situations:

- a. change in condition or flavor of perishables;
- b. loss or damage caused by the shipper, including improper packing;
- c. defect or inherent vice of the article, such as susceptibility to atmospheric changes;
- d. insects, moths, vermin, ordinary wear and tear, or gradual deterioration;
- e. mechanical or electrical derangement of musical instruments, electronic components or appliances, if there is no sign of exterior damage;
- f. loss or damage caused as a result of any strike, lockout, labor disturbance, riot, civil commotion, or any act of any person or persons taking part in any such occurrence or disorder;
- g. hostile or warlike action in time of peace or war;
- h. breakage caused by normal handling of china, glassware, bric-a-brac, or other similar items, unless packed by the mover;
- i. liability of mover for loss or damage shall be subject to your compliance with the rules for filing claims.

For more information regarding limitations on the mover's liability, please see the PUC General Order 136-C, which you may get from the Bureau of Household Goods and Services.

**IF YOU HAVE LOSS OR DAMAGE**

If your goods are lost or damaged, be sure you describe such loss and damage by making notations on the mover's shipping order or freight bill. If the driver refuses, you should report this fact and the condition of the articles in writing to the home office of the mover. Neither of these actions constitute filing a claim, but are made to support a claim to be filed later, as described below.

**ITEM 470 (Continued) \*/<sup>o</sup>**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

If you intend to file a claim for loss or damage to your goods, be aware that one of the required documents in support of your claim is a copy of the paid freight bill. This means that before you may file a claim with the mover for loss of or damage to your goods, you must pay the mover for all charges due for transportation services. This is because the handling and settlement of a loss or damage claim is a matter separate from the performance of and payment for the transportation service itself. If you do not pay the transportation charges, the mover may not honor your claim.

**HOW TO FILE A CLAIM**

To file a claim, you must:

1. Write the home office of the mover and describe the loss or damage;
2. List separately the lost or damaged items;
3. Note the exact amount you are claiming for each lost or damaged item; and
4. Give the date of your move, the origin and destination and the mover's order number.

If the damage is to packed items, you should retain the box, its contents and the packing materials. This is especially important if you did the packing since you will have to show that bad packing was not the cause of the damage.

Providing copies of documents such as store receipts for the lost or damaged items and professional estimates for repair will speed the processing of your claim.

You should also retain copies of all correspondence with the moving company. In addition, all correspondence addressed to the moving company should be sent by Registered Mail, return receipt requested, to evidence receipt of your claim by the mover.

Your claim must be filed in writing, within nine (9) months after delivery of the goods or within nine (9) months after a reasonable time for delivery has elapsed. Specific rules are set forth in Maximum Rate Tariff 4. The mover is required to acknowledge claims in writing within 30 days and must pay, decline to pay or make a firm compromise settlement within 60 days of receipt of your claim. If some reason beyond the mover's control delays action for a longer time, the mover is required to notify you in writing within 60 days of receipt of your claim as to its status and the reason for delay (with copy to the Bureau) and again every 30 days thereafter until final action is taken. If the mover fails to respond to your claim within the time limits and in the manner described in this paragraph, you should contact the Bureau immediately at 1-833-488-2327. (See Maximum Rate Tariff 4, Item 92 for more information on filing claims.)



**ITEM 470 (Continued) <sup>o</sup>**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

The Bureau has no authority to compel movers to settle claims for loss or damage and will not undertake to determine whether the basis for, or the amount of, such claims is proper, nor will it attempt to determine the mover's liability for such loss or damage. If both you and the mover consent, the claim may be submitted to an impartial arbitrator for resolution. You may also commence a suit in small claims court or other court of law. If arbitration or civil action result in a decision in your favor and the mover fails to comply, contact the Bureau.

**IF YOUR NEW HOME IS NOT READY**

If you cannot move into your new home or apartment immediately, you may wish to have your goods moved from your present residence and held in storage for later delivery. For a storage period of 90 days or less, you can request Storage-in-Transit. Separate charges will be assessed for the transportation to your new residence. Storage and handling charges will be assessed for this service and it will be covered by the terms and conditions of your Agreement with the moving company.

If you do not request Storage-in-Transit, or if your storage period exceeds 90 days, your goods will be subject to rates, terms, and conditions set by the local warehouse and the service will be under separate contract with the warehouseman and not regulated by the Bureau.

**PAYING FOR YOUR MOVE**

Most movers insist that you pay in cash, by money order or certified check; however, you may arrange in advance for the mover to extend you credit. If the mover will accept payment by credit card or personal check, be sure this arrangement is noted on the agreement.

A mover holding a valid permit from the Bureau has a lien on your goods to secure payment of the moving charges you agreed to in writing before the move began plus the charge for any additional services you requested on a bona fide Change Order For Services. (The lien does not apply to food, medicine, medical devices, items used to treat or assist an individual with a disability, or items used for the care of a minor child.) Once you pay these authorized charges, the lien is extinguished and the mover must release all of your goods. If the driver requires payment greater than the authorized charges, you should contact the mover about what may be an overcharge. If the matter cannot be resolved to your satisfaction, call the Bureau for assistance at 1-833-488-2327.

**ITEM 470 (Concluded)**  
**IMPORTANT INFORMATION FOR PERSONS MOVING**  
**HOUSEHOLD GOODS (within California)**

IMPORTANT INFORMATION FOR SHIPPERS REGARDING  
HAZARDOUS MATERIALS

HAZARDOUS MATERIALS, AS DEFINED BY THE U.S. SECRETARY OF  
TRANSPORTATION, ARE NOT ACCEPTED FOR SHIPPING.

SOME OF THE MATERIALS MOST COMMON TO HOUSEHOLD USE ARE  
INDICATED BELOW:

- A. COMPUSTIBLE LIQUIDS:      ALCOHOL (RUBBING)  
                                         LUBRICANTS (MOTOR OILS)  
                                         ANTI-FREEZE COMPOUNDS
  
- B. CORROSIVES:                ACIDS  
                                         DRAIN CLEANER  
                                         PHOTOGRAPHIC ACIDS USED IN  
                                         DEVELOPING FILM  
                                         BLEACH  
                                         BATTERIES (WET OR DRY)  
                                         WATER PURIFYING AGENTS USED IN  
                                         SWIMMING POOLS
  
- C. EXPLOSIVES:                FIREWORKS  
                                         SMALL ARMS AMMUNITION  
                                         FLASH BULBS
  
- D. FLAMMABLES:               LIGHTER FLUID  
                                         MATCHES  
                                         WOOD OIL STAINS  
                                         PETROL-CHEMICAL BASED GARDEN SPRAYS  
                                         PAINT OR VARNISH  
                                         PAINT OR VARNISH REMOVERS  
                                         BUTANE / PROPANE /GASOLINE (GARDEN  
                                         EQUIPMENT)  
                                         SIGNAL FLARES  
                                         CHARCOAL BRIQUETTES
  
- E. COMPRESSED GASSES:      AEROSOL CANS  
                                         FIRE EXTINGUISHERS  
                                         SCUBA DIVING TANKS

PLEASE CONTACT YOUR MOVER IF YOU HAVE ANY QUESTIONS ABOUT THE  
ABOVE ITEMS.







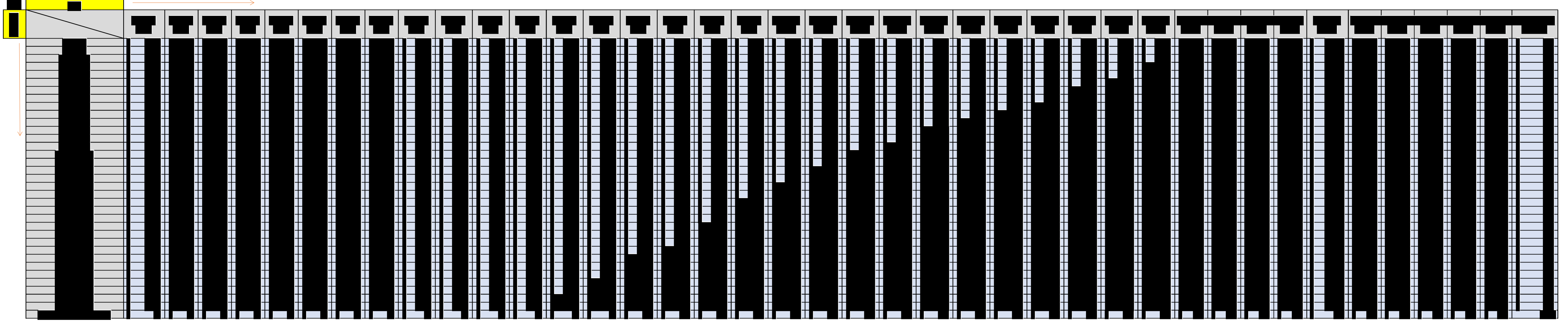
The diagram consists of a grid of colored cells. The top row is grey. The left side is black. The right side is light blue. A central vertical column contains white bars of varying lengths. The bars are arranged in a pattern that suggests a sequence or flow.

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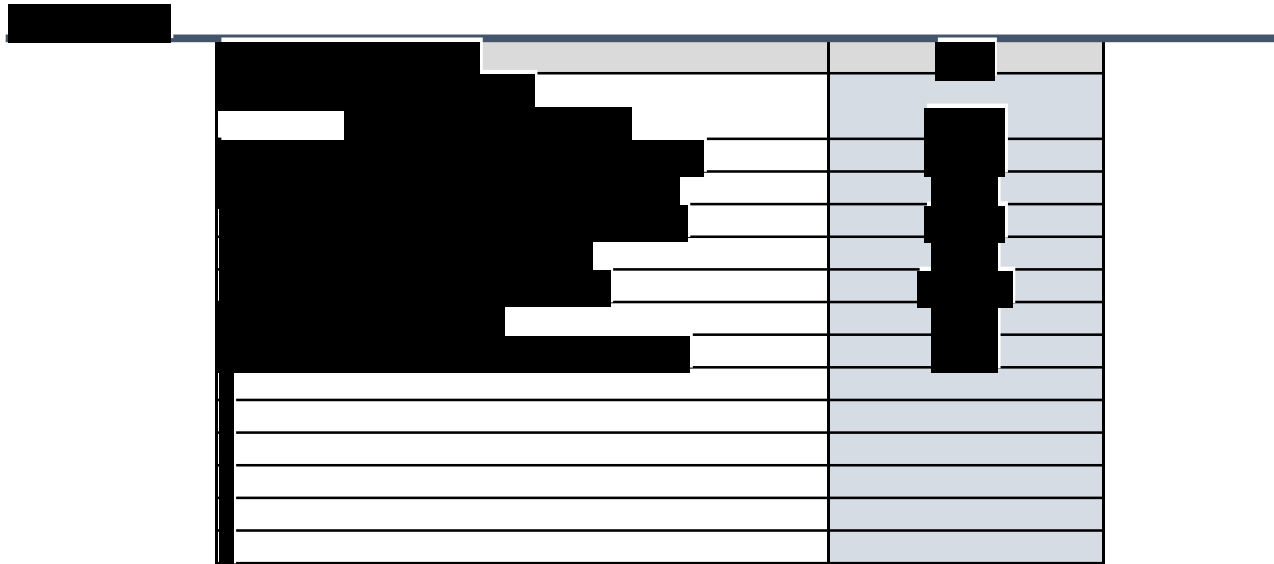
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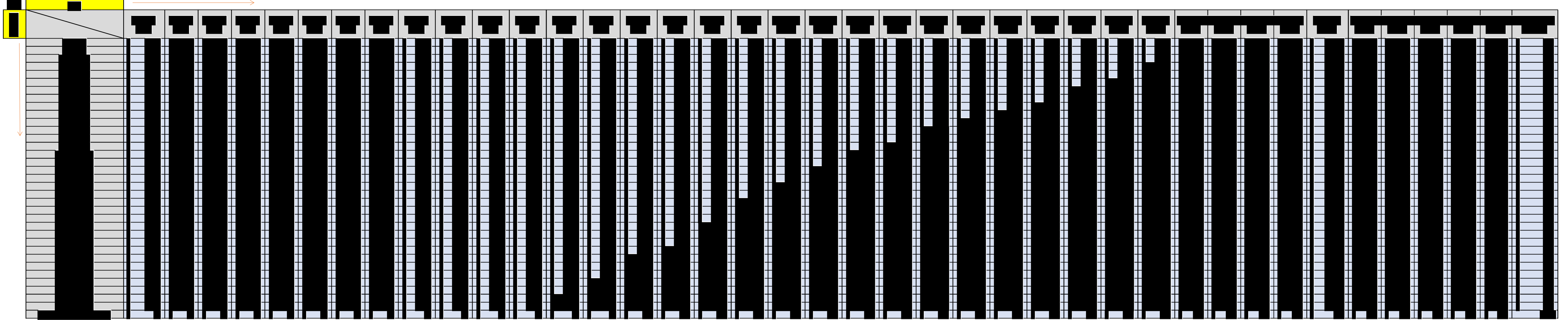


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The diagram consists of a grid of colored cells. The top row is light gray. The left side is a large black block. The right side is a vertical column of light gray cells. A central column contains white bars of varying lengths, extending from the black area towards the right. The bars are arranged in a pattern that suggests a sequence or flow.

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**SUSTAINABILITY  
AT WEICHERT  
2020**

**Weichert**  
Workforce Mobility

Helping Communities Thrive

# Sustainability at Weichert

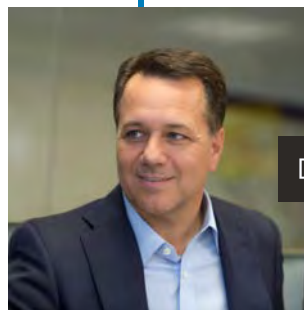
**Weichert Workforce Mobility Inc. believes that protecting our environment is not a business issue, it is a human issue. As companies around the world recognize their responsibility to drive environmental change, leading global organizations such as Weichert have stepped forward to take the initiative and demonstrate a real-world commitment to minimizing our total environmental footprint in the way we conduct our day-to-day business.**

## OUR COMMITMENT

We strive to be the leader in our industry by implementing practical and effective environmental initiatives across our organization. In all countries in which we operate, we comply with applicable environmental laws and regulations. Our focus is on minimizing waste and emissions, reusing and recycling, reducing the use of natural resources, and developing pollution reduction/prevention efforts in all our business activities.



SUSTAINABILITY IS A PRIORITY FOR WEICHERT AND FOR OUR COLLEAGUES.



Dave Bencivengo, President

## AROUND THE OFFICE

Going green starts at home, or in our case, in our office. Here are just a few of the initiatives we've implemented to ensure a healthy and sustainable workspace for our colleagues.

### Paperless Processes

- Our MyWIN technology system eliminates most of the paper in our administrative processes and reduces the carbon footprint associated with extensive hard-copy records retention.
- Our company-wide payroll runs at 100% paperless!
- When we do buy paper, our policy is to purchase only certified recycled paper products. We also strive to print double sided.

### Emissions

- Our colleagues have the option of working from their home office one-two days a week\*, reducing travel, fuel consumption, harmful auto emissions, and energy use.
- Whenever possible, we utilize Skype and videoconferencing to minimize unnecessary business travel.

### Reduce, Recycle, Conserve

- We incorporate sustainable and energy efficient practices within our service centers such as using energy-efficient lighting (with sensors) and HVAC units.
- We utilize a green recycling agency, for the safe and proper disposition and recycling of outdated computers and other electronic equipment, including printer toner cartridges.
- We use an alternative-energy supplier to power a number of Weichert locations, including our headquarters campus.
- We maintain vigorous recycling programs and every colleague has a recycle bin for non-confidential paper recycling.
- We use re-useable flatware and cutlery in all kitchen areas, eliminating Styrofoam and plastic cups, plates, and utensils. Dishwashers are run daily and bins are provided for recycling.

\*some restrictions apply

“ THE WORLD IS A FINE PLACE AND WORTH FIGHTING FOR. ”

- Ernest Hemmingway



## For Our Clients

We recognize that many of our clients have their own commitments to sustainability. As such, we have implemented several processes which not only support our own environmental efforts but meet our clients' expectations around sustainable service initiatives.

- Our Tax department uses an all-electronic format to prepare year-end tax reports and provides mobile employees access using a secure login.
- Our MyWIN technology system is a central repository for all of the vital information our clients and their relocating employees need throughout the move process. This eliminates the need to print vital information.
- We utilize an e-signature tool to avoid the need to print/sign/scan.

### DID YOU KNOW?

Our environmental commitments are only one part of our broader Corporate Social Responsibility (CSR) initiatives. As an organization, we strive to operate as ethical, corporate citizens, recognizing that our people are our best resource.

Other CSR commitments include:

- **Code of Business Conduct:** outlining ethical business practices and protecting against all forms of discrimination, harassment, or abuse.
- **Diversity, Equity and Inclusiveness:** striving toward equality and belonging in all aspects of our business practices.
- **Emergency preparedness:** contingency programs and guidelines for unexpected needs for remote work.
- **WeCARE:** embracing practical efforts to think beyond our day-to-day business in support of individuals and organizations within our community who are making a difference in the lives of others.

Want to know more? Check out our Legendary Service Brochure or visit one of our social networks to see our many #WeCARE initiatives.

Sustainability in our industry can be challenging, as the emissions and pollution associated with moving – domestically, intra-regionally, or globally – are a major contributor to greenhouse gases. From the waste generated and often improperly discarded when packing up a house, to the temporary use of packing materials, to the pollution generated from transportation, the practicality of moving an employee, can take a toll on even the most robust sustainability plans. However, there is also the potential for reduction in the process, and Weichert remains committed to further identifying new ways to minimize the impact of our industry on the environment.

## DID YOU KNOW?

At our Movers International terminal in Houston, any used packing material that is still in good condition is returned to our terminal and made available free-of-charge to customers or staff for their personal packing needs. Reuse, reuse, reuse!

### Special Household Goods Shipping and Storage Efficiencies

When selecting movers, we are mindful to choose companies that partake in initiatives which make the household goods shipping and storage process less impactful on the environment. Some examples of this include:

- **High-Tech Fleet:** On-board computer and satellite systems enhance the flow of information between the professional van operator, operations center and customer, saving fuel by ensuring the most effective route is taken and reducing the number of stops.
- **IdleAir:** At truck parks van operators connect to power ports to heat and cool their cabs and run on-board electrical systems to reduce emissions from the vehicles engine.
- **Auxiliary Power Units:** Many van operators rely on these energy-efficient systems to save fuel and minimize emissions. APUs allow van operators to maintain on-board systems without idling, greatly reducing diesel consumption up to 90 percent as compared to running the engine. Some agents also employ GPS tracking to monitor vehicle use and curtail idling.
- **Prepass:** A transponder signals weigh stations (EZPass signals toll booths) for pre-approved clearance. This technology eliminates slowing, stopping, and idling to save time and reduce emissions.
- **Solar Energy:** Installation of solar panels on warehouse rooftops to greatly reduce electricity consumption.
- **Recycled Materials:** Use of recycled paper products for packing and recycled wood for storage vaults. Wherever possible, packaging products are sourced that are chlorine-free and made from recycled materials, whilst used packaging is recycled.





## DISCARD AND DONATE

A pro-active approach to moving.

Long gone are the days where relocating employees, particularly international assignees, are moving large household goods shipments. As organizations have looked for ways to reduce costs through reduced household goods shipments, the environment may prove the hidden winner in the situation.

Weichert takes this a step further, offering a discard and donate program that companies can offer to their mobile talent. Relocating employees and families are provided with support to help identify items that can be donated or discarded before the move. The service then removes the items before the pack/load and ensures all items are safely and ethically donated or disposed. Relocating employees even receive a tax receipt for all donations.



### FURNITURE RENTAL: A cost saving plan or an environmental plan?

We proactively work with our clients to offer environmentally and cost efficient options. One option is to consider furniture rental in the host location as an alternative to assignees moving large, heavy, or bulky furniture items. This not only saves on costs for the organization and headaches and stress for the assignee, but also reduces shipments, ultimately providing an environmental benefit.

# 1.1 MILLION

LBS OF WASTE ELIMINATED

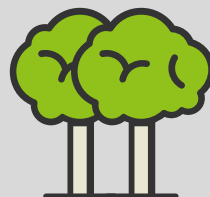


# 45k

LBS OF CARDBOARD / PAPER REDUCED

GALLONS OF FUEL SAVED

# 18k

# 1,512

TREES SAVED OR PLANTED



We are proud of our official partnership with [Move For Hunger](#), a non-profit organization that mobilizes the relocation industry to reduce food waste and fight hunger one move at a time.

Relocating employees have the opportunity to donate food items (instead of shipping or discarding it), saving companies money, reducing the move impact on our environment or the waste generated from a move, and best of all fighting hunger in our communities!

Fighting hunger is something we can all support, as our colleagues demonstrate with several WeCARE initiatives throughout the year!



NEARLY  
**2.5** MILLION  
LBS OF FOOD COLLECTED

 **2.0**  
MILLION  
MEALS PREPARED



## Responsible Purchasing

Weichert is leading the charge as a responsible corporate citizen within our industry and we expect the same from our service partners. With a service network reach that extends to over 175 countries, it is vital that we promote and nurture corporate responsibility within our supply chain.

Our *Responsible Purchasing Regulations* reflect our commitment to sustainability in our supply chain, incorporating social, employment, and environmental aspects into purchasing decisions in order to build a better future.

The regulations define guidelines for supplier partners that promote and ensure compliance with our minimum sustainability requirements, within the constraints of good business practices and market conditions, including availability, demand, and profitability. This program aims to improve the efficiency of the supply chain processes.

We expect all of our supplier partners to:

- Maintain compliance with local laws and regulations applicable to their operations.
- Promote environmentally sound decisions when evaluating operating and service options.
- Whenever possible, conduct business in a carbon-neutral way to minimize the impact to the environment.

### **WEICHERT WILL:**

- Give purchasing preference to otherwise qualified supplier partners that embrace environmentally friendly practices.
- Continue to source recycled-content paper and paper products for all materials we utilize within the constraints of good business practices and market conditions.
- Maintain eco-friendly purchasing standards for office furniture, energy star appliances, and supplies (soap, paper towels/tissues).
- Purchase recycled content paper for our internal usage.

As an organization, we are dedicated to helping create futures where people thrive. This commitment extends not just to our clients, customers, partners, and colleagues, but to the communities in which we live, and our broader world.

We believe that these "green" initiatives represent a strong step in the right direction, for Weichert Workforce Mobility, and for the people we serve.





Propelling **Mobility**



**SUSTAINABILITY  
AT WEICHERT  
2020**

**Weichert**  
Workforce Mobility

Helping Communities Thrive

# Sustainability at Weichert

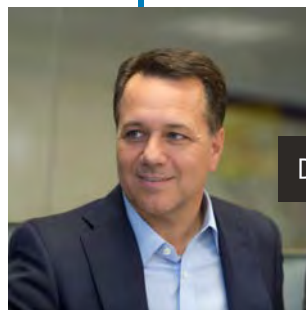
**Weichert Workforce Mobility Inc. believes that protecting our environment is not a business issue, it is a human issue. As companies around the world recognize their responsibility to drive environmental change, leading global organizations such as Weichert have stepped forward to take the initiative and demonstrate a real-world commitment to minimizing our total environmental footprint in the way we conduct our day-to-day business.**

## OUR COMMITMENT

We strive to be the leader in our industry by implementing practical and effective environmental initiatives across our organization. In all countries in which we operate, we comply with applicable environmental laws and regulations. Our focus is on minimizing waste and emissions, reusing and recycling, reducing the use of natural resources, and developing pollution reduction/prevention efforts in all our business activities.



SUSTAINABILITY IS A PRIORITY FOR WEICHERT AND FOR OUR COLLEAGUES.



Dave Bencivengo, President

## AROUND THE OFFICE

Going green starts at home, or in our case, in our office. Here are just a few of the initiatives we've implemented to ensure a healthy and sustainable workspace for our colleagues.

### Paperless Processes

- Our MyWIN technology system eliminates most of the paper in our administrative processes and reduces the carbon footprint associated with extensive hard-copy records retention.
- Our company-wide payroll runs at 100% paperless!
- When we do buy paper, our policy is to purchase only certified recycled paper products. We also strive to print double sided.

### Emissions

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