

Questionnaire Level - Supplier Summary

Questionnaire Name	Questionnaire Type	Supplier Name	Total Questionnaire Score	My Score	Total Questions	Questionnaire Coverage	Question Coverage %
Company Summary	Technical	Wheaton Van Lines Inc.	-	-	1	1	100
Company Capabilities	Technical	Wheaton Van Lines Inc.	-	-	27	27	100
Sustainability	Technical	Wheaton Van Lines Inc.	-	-	6	6	100
Pricing	Technical	Wheaton Van Lines 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 OPTION	Wheaton Van Lines, Inc.
-	1	Please provide a 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.	100.00%		UC_summar_questionnaire_v1_8.4.20.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 OPTIO	Wheaton Van Lines, 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</p> <p>Disadvantaged Business Enterprise</p> <p>Women-Owned Business Enterprise</p> <p>Minority Business Enterprise</p> <p>Veteran-Owned Business Enterprise</p> <p>Service Disabled Veteran-Owned Business Enterprise</p>	10.00%	-	<p>406 agents nationwide (Bekins has 44 agents domiciled within the state of California.)</p> <p>30 754 moves in 2019</p> <p>Bekins serves all of the lower 48 states for domestic household goods moving. Through our agents the company can serve virtually the same area for INTRASTate moving. Through our agents and partners which are affiliate with some of the largest international moving companies clients can move their employees and staff to and from virtually anywhere in the world. Bekins has 44 agents domiciled within the state of California.</p> <p>No. Bekins can service any state directly through agents via driver pack-and-haul services or through partnerships. Bekins has 44 agents domiciled within the state of California.</p> <p>The van line does not keep records of this information. By definition a large majority of the 450 network agents would be considered "Small Business Enterprise." And within that group there are significant numbers of agents that might meet the other certifications.</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</p> <p>Disadvantaged Business Enterprise</p> <p>Woman-Owned Business Enterprise</p> <p>Minority Business Enterprise</p> <p>Veteran-Owned Business Enterprise</p> <p>Service Disabled Veteran-Owned Business Enterprise</p>	10.00%	-	<p>Bekins has 44 agents domiciled within the state of California. All of our agents are independently owned and operated business that affiliate with Bekins (or one of its "sister brands") for INTERstate moving. This is common practice for ALL INTERstate van lines. We do not make public the majority of the information being requested or we are simply not privy to some of the information (e.g. local and INTRASTate moving). However we can provide a link to a map that shows our agents and their offices throughout the country. Map attached.</p> <p>The Bekins network performed 30 754 moves in 2019.</p> <p>The Bekins network is comprised of:</p> <p>2 000 trucks – about 900 INTERstate qualified tractors and about 1 200 straight trucks.</p> <p>Bekins Van Lines headquartered in Indianapolis IN has about 125 employees. The 406 agents throughout the network employ thousands of people including drivers crews office staff etc.</p> <p>Bekins is headquartered at 8010 Castleton Road Indianapolis IN 46250</p> <p>Dave Belford is the liaison between the University of California Omnia and Bekins Van Lines.</p> <p>Dave Belford 317.513.9478 dave.belford@wheatonmoving.com 8040 Castleton Road Indianapolis IN 46250</p> <p>Bekins serves all of the lower 48 states for domestic household goods moving. Through our agents the company can serve virtually the same area for INTRASTate moving. Through our agents and partners which are affiliate with some of the largest international moving companies clients can move their employees and staff to and from virtually anywhere in the world. Bekins has 44 agents domiciled within the state of California.</p> <p>The van line does not keep records of this information. By definition a large majority of the 450 network agents would be considered "Small Business Enterprise." And within that group there are significant numbers of agents that might meet the other certifications.</p> <p>Copy of Bekins Network Agents_8.3.2020.pdf, Agent Map.pdf</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>YesTerms & Conditions.pdf</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>Bekins Van Lines is part of The Wheaton Group one of the largest household goods carriers in the United States. The plan to service the University of California system includes a centralized approach that allows Bekins visibility of the entire program – whether the move is local INTRASTate or INTERState. With moves potentially originating from all corners of the United States inbound to California this vantage point is critical to providing the kind of move management services The University of California system expects.</p> <p>Once a contract is signed by The University of California and Bekins Van Lines all moves will be initiated with the van line's Move Management Group. Once the origin of the move has been determined the assigned Move Manager will set up an in-home survey with the UC employee to determine the accurate size and cost of their move according to the UC contract terms. That survey/walk-through will be conducted by a local agent that is part of the Bekins network of companies. Virtual surveys are also available if acceptable to the employee. It is likely that the same agent completing the in-home survey will provide origin services like packing crating and loading the truck for the INTERState driver.</p> <p>At destination the INTERState driver will work with another local Bekins network agent to provide unloading and unpacking services as required into the employee's new residence. If storage is required in most cases the Move Manager will assign that storage to an agent at destination – typically the same agent the assisted in unloading unpacking or other destination services.</p> <p>All agents within the network meet the stringent standards for being an agent as well as those of the federal and state governments for operating within the states in which they are domiciled or across state lines in the case of an INTERState relocation.</p> <p>The entire process is similar if the move is INTRASTate. However the process will be priced and managed by a network agent within the state of California.</p> <p>If the employee and UC sign off on the Bekins Estimate/Order for Service the Move Manager will book the move into the system with pickup and delivery spread dates.</p>
Supplier Network	5	<p>* Describe the process and metrics that are used to measure the performance of Agents in your network.</p>	-	-	<p>There are a variety of ways quality is tracked and measured throughout the van line enterprise:</p> <p>Net Promoter Score (NPS) – every transferee (unless otherwise directed by the corporate client) receives a Customer Experience Survey that ultimately generates an NPS for their relocation. The survey provides voice of the customer feedback that tells the van line what processes and services are working what needs improvement and what my still need resolution – from the sales process all the way through claims if relevant. Agents receive recognition at annual events and throughout the course of the year for NPS scores of 50 or higher.</p> <p>SPIRE – Agents are measured on 16 empirical datapoints (from estimating accuracy to claims frequency and severity). When minimum standards are not met their SPIRE qualifications are in jeopardy and require remediation by the van line through training and consultation. Agents that earn the minimum satisfactory scores in SPIRE receive recognition and financial awards at annual events. Their awards also are displayed inside the van line's enterprise software and are visible to all as a way to help select agents for specific jobs.</p> <p>Driver Rating – Drivers are rated using a combination of datapoints that produce a one through five rating – one being the highest. Driver pay is enhanced as their ratings go up – so all have a vested interest in maintaining the quality.</p> <p>Move Managers – The Move Management team also receives individual NPS scores on a running basis. At any given moment supervisors can look at Move Managers NPS and provide consultation remediation and correction if they are unsatisfactory.</p> <p>Bekins_spire_program.pdf</p> <p>Bekins partners with Crown Relocations for assistance with international shipments. Crown – which has nine offices in the United States each of which is an interstate agent for Bekins – has been providing transportation services since 1965 and undertakes their own freight forwarding for air and sea shipments.</p> <p>Crown's network spans six continents. Crown has a presence in all of the world's major markets with on-the-ground staff in 250 offices in more than 65 countries spanning every time zone. Crown has the capability to provide services in any country our clients need. Crown is continually expanding its network based on client need and market demand.</p> <p>Bekins' partnership with Crown was formed based on our mutual business philosophies for service quality global geographic coverage historical performance and cost competitiveness. Based on the latest available transferee satisfaction surveys 96.3 percent of Crown's customers were "satisfied" or "very satisfied" with Crown's performance.</p> <p>Crown Relocations manages some 100 000 household moves for families moving around the globe each year serving over 2 000 organizations embassies and government bodies. In most cases household goods transportation storage and transit protection is provided by the company at both origin and destination which brings coordinated consistent quality driven support to the moving process. Crown is licensed and bonded and their legal qualifications for this contract include:</p> <p>•Permit to Operate as a Household Goods Carrier (File No. T-125.844) issued by the Public Utilities Commission of the State of California.</p> <p>•Department of Transportation Household Goods License Number 871113.</p> <p>•Ocean Transportation Intermediary License No. 8302N by the Federal Maritime Commission Washington D.C. which authorizes Crown to carry on the business of providing non-vessel operating common carrier services for the provision of transportation by water of cargo via common carriers between the United States its territories or possessions and foreign countries.</p> <p>•Ocean Freight Forwarder License No. 1478 by the Federal Maritime Commission Washington D.C. authorizing Crown to carry on the business of forwarding shipments transported by oceangoing common carriers from the United States its Territories or possessions to</p>
Supplier Network	6	<p>* 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 a applicable immigration/customs documentation is received.</p>	-	-	<p>Bekins' partnership with Crown was formed based on our mutual business philosophies for service quality global geographic coverage historical performance and cost competitiveness. Based on the latest available transferee satisfaction surveys 96.3 percent of Crown's customers were "satisfied" or "very satisfied" with Crown's performance.</p> <p>Crown Relocations manages some 100 000 household moves for families moving around the globe each year serving over 2 000 organizations embassies and government bodies. In most cases household goods transportation storage and transit protection is provided by the company at both origin and destination which brings coordinated consistent quality driven support to the moving process. Crown is licensed and bonded and their legal qualifications for this contract include:</p> <p>•Permit to Operate as a Household Goods Carrier (File No. T-125.844) issued by the Public Utilities Commission of the State of California.</p> <p>•Department of Transportation Household Goods License Number 871113.</p> <p>•Ocean Transportation Intermediary License No. 8302N by the Federal Maritime Commission Washington D.C. which authorizes Crown to carry on the business of providing non-vessel operating common carrier services for the provision of transportation by water of cargo via common carriers between the United States its territories or possessions and foreign countries.</p> <p>•Ocean Freight Forwarder License No. 1478 by the Federal Maritime Commission Washington D.C. authorizing Crown to carry on the business of forwarding shipments transported by oceangoing common carriers from the United States its Territories or possessions to</p>

Account Management and Customer Service	7	<p>* 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.</p>	2.50%	-	<p>The Bekins account management team for the University of California is an experienced and empowered group with many years of experience in the employee relocation arena. Dave Belford sales Director for Bekins will be the primary account manager for UC. Belford has multiple accounts in the state of California and decades of experience. He will be the "front line" for the relationship with UC and Omnia available to answer questions track down information make changes to the program logistics provide reporting and manage the overall marketing of the UC/Omnia program in California and throughout the country.</p> <p>As UC and other participating members of the Omnia program initiate moves with Bekins Todd Emrick the Director of Customer Service and Move Management at the van line will oversee the start of communication and the company's move management process with the employee. Emrick manages the Senior Move Managers that work with the transferee from step A-to-Z of their relocation. Depending on the volume of moves initiated by UC/Omnia Partners more Senior Move Managers will be added. Senior Move Managers are the most critical cog in the gears that make smooth relocations. They work with the customer on the day-to-day updates communication and problem resolution that come along with a household goods move. Emrick's department is comprised of 12 Senior Move Managers and two working supervisors that all work in concert ensure the transferee's experience is a good one throughout the relocation.</p> <p>The object of centralization is to put move management functions in close proximity to operational functions and to senior executives of the van line in case escalation decisions need to be made. The Move Management team is across the hall from the entire Operations Department that plans and dispatches the drivers that execute the relocation process. Operations and Move Management are inextricably intertwined in their work and communicate throughout the day to make sure each step of the process is on-track.</p> <p>Centralization also puts the guts of the process within earshot of the company's senior executives. At Bekins the Executive Management Team also is intimately familiar with the Bekins' accounts and stands ready to participate in problem resolution and account management if necessary. This allows quick decisions to be made.</p> <p>Roger Wise is the Regional Sales Director for the California region and he is domiciled in the area to provide support on-the-ground if necessary.</p> <p>Chris Banguis is the Vice President of Sales Marketing and Move Management and meets with Todd Emrick on a daily basis to stay apprised of account status and to assist in problem resolution.</p> <p>A.J. Schneider is the Executive Vice President of the Bekins network and also will be involved in account review account management and problem resolution if it should become necessary.</p> <p>There are 44 California agents within the Bekins network. They will work through the central office to ensure consistency of communication and move</p> <p>In order to reduce the time from move initiation to response UC/Omnia moves will be initiated directly with the assigned Move Manager. Response time will be within 12 hours of submitting the request which will be done via Initiation form or email to: UCRelo@bekins.com</p>
Account Management and Customer Service	8	<p>* What is the average response time for an account manager(s) to respond to initial requests?</p>	1.43%	-	<p>Normal business hours are 8 a.m. until 5 p.m. Pacific time and 8 a.m. until 5 p.m. Eastern Time. If</p>
Account Management and Customer Service	9	<p>* Please specify your company's normal business hours as well as your format for providing customer service both during and after normal business hours.</p>	1.43%	-	<p>Normal business hours are 8 a.m. until 5 p.m. Pacific time and 8 a.m. until 5 p.m. Eastern Time. If</p>
Account Management and Customer Service	10	<p>* Describe your customer service support infrastructure for admins and end users, including phone, email, and chat. Provide hours and other pertinent details for each.</p>	1.43%	-	<p>Each transferee will be assigned to a Move Manager that will walk them through the entire move process – from initiation and estimate to packing paperwork and delivery. The Move Manager should be the transferee's primary point of contact and coordination. Move Managers are available via normal business hours - 8 a.m. until 5 p.m. Pacific time and 8 a.m. until 5 p.m. Eastern Time. Transferees will be provided phone numbers and email addresses of the Move Manager which will be monitored during business hours. If the Move Manager is unavailable at the time the transferee calls the transferee will be forwarded to another Move Manager or Supervisor to try to answer the question or take the information and prepare the primary Move Manager to answer the question as soon as they are available.</p> <p>UC Admins are welcome to call or email the Move Manager for information as well. In any case the Account Manager Dave Belford also will be available by email or telephone to answer questions or track down pertinent information as necessary.</p>
Account Management and Customer Service	11	<p>* 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.</p>	2.50%	-	<p>The purpose for centralizing Bekins' approach to Move Management is specifically to ensure visibility of each UC move by a variety of van line personnel who can have a positive effect on its outcome – and who can monitor the process in the case that a challenge arises. If the assigned Move Manager cannot solve a challenge or provide a satisfactory answer to a transferee the Move Manager will escalate the challenge to the Director of Customer Service and Move Management whose office is in close proximity to the van line's Operation Department. The Director is empowered to resolve many issues affecting a transferee's convenience and comfort and participates directly with Operations personnel to resolve traffic and planning issues. If the Director cannot resolve a challenge or believes the transferee needs to speak to an executive he can elevate the discussion to the Vice President of Sales Marketing & Move Management or the Executive Vice President of the van line.</p> <p>On-the-ground the transferee will be working with Origin Agents Destination Agents and Drivers in between their "old" and "new" homes. Having an assigned Move Manager allows the transferee to maintain a single point-of-coordination if there are specific challenges with agents crews or drivers. The Move Manager and/or a supervisor or executive can reach out to agents – so the transferee doesn't have to – to resolve concerns that might arise.</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"> Consultation/estimates Packing and moving services Invoice/billing accuracy Client service satisfaction 	2.50%	-	<p>Bekins' overall performance standards measurement system is called SPIRE. The purpose of the Spire program is to combine customer feedback with claims data and other service excellence performance metrics to foster a customer-centric culture aimed at consistently providing an excellent moving experience. It is also designed to be used by agents and the van line to monitor performance and identify and reward those that are providing an excellent customer experience. The program also allows for identification of areas in which agents might need to improve. Every agent has access to their own scores and performance measurements via an electronic dashboard that provides them with essential real time access to their information and allows them to gain insight into their performance in the areas of estimating accuracy packing and moving services billing accuracy and customer satisfaction as well as the customer experience. Agents that achieve specific levels of excellence in a variety of 16 categories are rewarded for their efforts.</p> <p>One portion of the Spire award program has been designed to incorporate feedback from the customer's perception of the service provided during their move. Agent performance and rating in this section is based on customers' responses from the customer surveys we receive from customers. Part of that rating is based on Net Promoter Score® (NPS®).</p> <p>See the attached document for the details of:</p> <ul style="list-style-type: none"> Consultation/estimates Packing and moving services Invoice/billing accuracy Client service satisfaction <p>Bekins_spire_program.pdf;1157 Bekins CXR_12.2015.pdf;qap_chart.png</p> <p>Bekins is open to discussions about specific UC Service Level Agreements (SLAs). If agents and drivers do not perform to minimum van line standards their compensation and benefits can be directly affected.</p>
Account Management and Customer Service	13	<p>* In the event that an employee does not meet the above performance measures, what usually are the remedies and/or penalties?</p>	2.50%	-	<p>Already in place is a performance guarantee that ensures a transferee's household goods (on an Interstate shipment) of 3 500 pounds or greater will be delivered within the agreed upon delivery spread. For each day the van line delivers outside of the spread the employee will be entitled to \$150 per day.</p> <p>In addition the van line's training staff identifies agents and drivers that might be performing below standards and implements continuous improvement training to bring those agents back up to standards in whatever category they might be deficient. If agents continue to perform below standards they would not be used on corporate accounts such as UC. In addition further violations of standards could result in a dismissal from the agency network.</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>The van line has an extensive performance measurement system as listed above. Van Line employees of the headquarters receive regular employee assessments and reviews that have a direct effect on their ability to receive annual bonuses and wage increases. Specifically Senior Move Managers who work in the Move Management area of the company receive a real-time Net Promoter Score which gives insight into their performance with customers and the Customer Experience they are providing. Low NPS scores are flagged and an improvement plan is put into place for the Senior Move Manager.</p> <p>Each of the 406 agents in the Bekins network have their own employees and system for corrective action.</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>Each transferee will be assigned to a Move Manager that will walk them through the entire move process – from initiation and estimate to packing paperwork and delivery. The Move Manager should be the transferee's primary point of contact and coordination. Move Managers are available via normal business hours - 8 a.m. until 5 p.m. Pacific time and 8 a.m. until 5 p.m. Eastern Time. Transferees will be provided phone numbers and email addresses of the Move Manager which will be monitored during business hours. If the Move Manager is unavailable at the time the transferee calls the transferee will be forwarded to another Move Manager or Supervisor to try to answer the question or take the information and prepare the primary Move Manager to answer the question as soon as they are available.</p> <p>UC Admins are welcome to call or email the Move Manager for information as well. In any case the Account Manager Dave Belford also will be available by email or telephone to answer questions or track down pertinent information as necessary.</p> <p>Bekins Move Management process consists of a well-developed set of calls and contacts at critical junctures during the move process. Typically this consists of 12 specific points which are then followed in with as many contacts as necessary to provide a smooth relocation. Over many years of honing the process Bekins has determined that the best outcomes come from a conversation between the Move Manager and the customer. If schedules and logistics prevent that conversation other methods of communication – from email to text messaging – also can be employed.</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%	-	<p>Every invoice is audited by Bekins' Revenue Accounting Department to ensure accuracy of billing according to the specific contract terms agreed to by the client. Our system is flexible and can accommodate the specific needs of a variety of business units. Those customizations depend entirely on the needs of the client. Bekins Invoice.pdf</p>

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>There are a variety of third-party services used by network agents to perform some specific tasks including disconnecting and re-connecting washers and dryers specialty crating of certain household items pianos if necessary and a variety of other tasks. Those third-parties vary from geography to geography. When those services are used the associated cost is built into the estimate received by the employee/transferee and often listed as a separate line item. Here are a list of several of the top third-party companies performing some of the aforementioned services:</p> <ul style="list-style-type: none"> •Wine collections need to be shipped via a third-party to ensure proper temperature control etc. Specialized wine movers will be able to provide customers with the proper shipping supplies packing and unpacking by professionals and temperatures-controlled equipment from door-to-door. Here are examples of wine moves used by the Bekins network. <p>https://westernwinevault.com/</p> <p>https://thewinemover.com/</p> <p>https://domainstorage.com/</p> <ul style="list-style-type: none"> •Other third-party service companies used by the Bekins network: <p>https://www.csnrelo.com/</p> <p>https://mss1.com/</p> <p>https://www.custommoversservices.com/moving-services/</p> <p>http://www.alliancerelocation.com/</p>
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>The Bekins network and its parent company mandated the use of masks for service providers that come into contact with customers and their household goods. In addition Bekins has issued ongoing communication reiterating the adherence to CDC guidelines for the use of handwashing hand sanitization personal protective equipment health self-assessments before coming into contact with customers etc. Each agency within the Bekins network will have its own policies and approach to COVID as well – keeping in mind that agents their crews and drivers are not employees of the van line – each is an independently owned and operated business which is the same model all major U.S. van line follow.</p>
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>While Bekins does not require the use of a specific uniform their agencies are required to provide the proper identification and wear appropriate branded shirts identifying their local agency and/or their van line brand affiliation as part of the Bekins network (which includes other brands including Bekins Wheaton Stevens and Arpin brands).</p>
Account Management and Customer Service	20	* Describe your firm's global footprint and any geographic limitations to your service delivery.	1.43%	-	<p>Bekins has the ability either through its own domestic network or through its international partners to service shipments to and from virtually any point in the world. Crown Relocations a primary international partner has nearly 200 office worldwide to serve as origin and destination agencies for transferees.</p> <p>Bekins has 44 agents domiciled within the state of California. All of our agents are independently owned and operated business that affiliate with Bekins (or one of its "sister brands") for INTERstate moving. This is common practice for ALL INTERstate van lines.</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.pdf ; Exhibit A.1.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.pdf
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.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.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%	-	<p>Yes Bekins offers Full Replacement Value Protection (FRVP). The maximum level of liability is released at \$6 per pound. For example a 10 000-pound shipment's maximum value would be placed at \$60 000 unless the customer purchases a higher level of coverage.</p> <p>Bekins will offer UC/Omnia customers up to \$100 000 of FRVP coverage. This means that at a release value of \$6 per pound a shipment of about 16 500 pounds would be fully covered under the Bekins FRVP policy.</p> <p>Customer wanting to purchase a higher level would be able to make that purchase at .85 cents per \$100 of value and would be charged on their invoice for that coverage.</p>
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%	-	.85 cents per \$100 of value
Insurance / Liability / Claims	24	* Describe the claims process for lost or damaged goods.	5.00%	-	<p>Customer satisfaction is Bekins' primary concern in all phases of the move – even when things don't go as planned. Wheaton's goal is to create satisfied loyal customers who shouldn't be concerned about working through the hassle of claims. That's why Bekins will put a claims resolution guarantee in place that will pay the transferee \$25 per day up to \$250 if the claims resolution letter is not received within 30 days.</p> <p>When customers file a claim (they can contact Bekins' Claims Department 800.932.7799 or download a form online via the Web site (www.bekins.com) they will receive a letter of introduction from their claims representative as well as a phone call to discuss the process and offer assistance. Bekins will strive to resolve every claim situation that arises to the satisfaction of the customer so they remain a loyal fan of their relocation experience. When a claim is received by Bekins at its headquarters in Indianapolis Ind. the adjuster will:</p> <ol style="list-style-type: none"> 1. Assign for repairs or 2. Pay the claim or 3. Explain why the claim cannot be accepted based on the paperwork and the results of the discovery process. <p>If a repair firm is assigned Wheaton requests the firm contact the customer within 48 hours of receiving the assignment and handle the claims within 30 days of receipt by Wheaton.</p> <p>Summary:</p> <ul style="list-style-type: none"> •Client must submit claim within nine months of delivery date •All claims settlement offer will be made within 30 days •Account will have a specific claims manager for all of the employer's transferees •Typically as part of the claims process each claim is evaluated and determined if further inspection is needed. If repair is deemed possible a repair firm will be assigned. If repair is not possible an offer of replacement item of like quality will be offered. •All electronic claims form will be provided to the transferee at the beginning of the claims process for submission •The transferee will receive an adjuster acknowledging that the claim has been received within three to five business days
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%	-	8 percent
Insurance / Liability / Claims	26	* What was the average dollar amount for a claim for lost or damaged goods in 2019?	2.00%	-	\$900

		<p>* 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</p> <ul style="list-style-type: none"> ❑ 1. Origin Zip Code ❑ 2. Destination Zip Code ❑ 3. Weight ❑ 4. Shipment Date ❑ 5. Cost ❑ 6. Other special charges (peak, fuel, etc) 			
Historical Data	27		-	-	See AttachedUC Moves.png

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	Wheaton Van Lines, Inc.
-	1	<p>* University of California Policy Bidder shall describe their Company's commitment to sustainable practices as it applies to their service. Refer to the University of California's Presidential Policy on Sustainable Practices, and align Bidder's response with the applicable categories outlined in the policy statements.</p>	20.00%	-	<p>The primary areas in which the Bekins system is able to utilize sustainable practices in executing household goods relocations is in the area of used boxes and packing materials as well as warehouse lighting. Many agents offer their customers used packing materials as a way to save costs and to create a lighter footprint on the environment. Certain types of cartons can be re-used several times. However, as the COVID pandemic continues to rage, it's likely that practice will be lessened temporarily. In addition, Bekins network agency owners have begun shifting to more sustainable lighting for warehouses across the country which are both energy and cost efficient.</p> <p>Many Bekins agents within the network also participate in a program called Move For Hunger, a not-for-profit organization that works with moving companies to collect unwanted non-perishable food items from customers so they are not thrown out and wasted during preparation for relocation.</p>
-	2	<p>* Environmentally Responsible Packing Materials 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.</p>	20.00%	-	Yes
-	3	<p>* Sustainable Transportation Describe the Proposer's program(s) for promoting sustainable transportation practices and to reduce the environmental footprint of the Proposer organization's transportation operations.</p>	20.00%	-	Wherever possible, Bekins retires older, less fuel efficient tractors (trucks) and replaces them with new models that meet more stringent guidelines for fuel efficiency and a smaller environmental footprint.
-	4	<p>* Sustainable Operations Describe the Proposer's program(s) for promoting sustainable practices within the Proposer's offices, warehouses, and other facilities.</p>	20.00%	-	See answer to question 1 above.
-	5	<p>* 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: https://www.ecovadis.com/us/supplier-solutions-2/. Please acknowledge that you have read, understand and accept compliance to this requirement.</p>	-	Yes (I acknowledge); No	Yes (I acknowledge)
-	6	<p>* 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.</p>	20.00%	-	Bekins does not have the ability to track diversity and inclusion among its 400-agent network.

☐ Pricing
☒ Questionnaire Type: Technical
☐ Questionnaire Description

SECTION NAME	QUESTION NUMBER	QUESTION TITLE	QUESTION WEIGHT	RESPONSE OPTIONS	Whitman Van Lines, Inc.
	1	<p>* Pricing for Standard Services:</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</p> <p>Intrastate household moving services for the State of California</p> <p>In-transit Storage</p> <p>Automobile Moving Services</p> <p>* Pricing for Additional Services:</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>* Professional installation services</p> <p>B Intrastate household moving services (for states other than California)</p> <p>B International household moving services</p> <p>B Specialized services related to household moving, including electronics and other high-value items</p> <p>* Additional Consumer Service Offerings: Any products or services not included elsewhere, but which are available to University of California Clients and/or Omsia 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>	79.80%		<p>[REDACTED]</p> <p>California pricing is subject to California regulations as laid out in California's Max4 INTRASTATE tariff.</p> <p>In-transit Storage - pricing is subject to California regulations as laid out in California's Max4 INTRASTATE tariff</p> <p>Below efforts have the option to quote automobiles as weight if they are moved inside of the moving van or as a third-party service. Attached are blended rates for third-party carriers. TL00 UC Rates 8000 Lbs & Greater: \$17500 UC Rates 4000 Thru 7999 Lbs: \$12500 UC Rates Less Than 4000 Lbs: \$10000</p>
	2	<p>* Professional installation services</p> <p>B Intrastate household moving services (for states other than California)</p> <p>B International household moving services</p> <p>B Specialized services related to household moving, including electronics and other high-value items</p> <p>* Additional Consumer Service Offerings: Any products or services not included elsewhere, but which are available to University of California Clients and/or Omsia 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>			<p>-Borne indexed moving services</p> <p>-Market rates using freight carriers and spot pricing for containerization throughout the Borne network</p> <p>-Borne household moving services (for states other than California)</p> <p>-Market rates subject to state laws and tariffs in each state</p> <p>-International household moving services</p> <p>-Market pricing based on a combination of rates and freight forwarding providers</p> <p>-Specialized services related to household moving, including electronics and other high-value items</p> <p>-Market pricing based on specialty carriers and third-parties if items cannot be handled via normal household good channels</p> <p>-Relocation services and support</p> <p>-Mobility services can be procured at market rates based on the needs of the customer</p>
	3	<p>* Professional installation services</p> <p>B Intrastate household moving services (for states other than California)</p> <p>B International household moving services</p> <p>B Specialized services related to household moving, including electronics and other high-value items</p> <p>* Additional Consumer Service Offerings: Any products or services not included elsewhere, but which are available to University of California Clients and/or Omsia 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%	No	
	4	<p>* Pricing Methodology: Please provide your methodology for pricing charges. Include any indices, benchmarks, etc. that your firm uses as part of the rate calculation.</p>			<p>The \$100 to \$150 is subject to seasonal increases of its base rate as well as Seasonal Rate Adjustments (SRAs) for peak season. These calculations are made based on a variety of factors, not the least of which are basic laws of supply-and-demand as they relate to industry capacity. Rate rates are adjusted by a number of factors, including the Consumer Price Index and are typically made January 1.</p>
	5	<p>* Minimum Charges:</p> <p>B Does the Proposer have Minimum Charges associated with any of its service offerings? If so, please describe.</p> <p>B Is the Proposer able to reduce or eliminate the Minimum Charge fees associated with any of the above-referenced services? Provide a list below of the fees/charges that the Proposer is able to reduce or eliminate.</p>			<p>[REDACTED]</p> <p>No</p>
	6	<p>* Peak Season Charges:</p> <p>How does your firm ensure service coverage during peak season (summer)?</p> <p>B Does the Proposer have Peak Season Charges with any of its service offerings? If so, please describe.</p> <p>B Is the Proposer able to reduce or eliminate the Peak Season Charges associated with any of the above-referenced services? Provide a list below of the fees/charges that the Bidder is able to reduce or eliminate.</p>			<p>[REDACTED]</p> <p>[REDACTED]</p>
	7	<p>* Fuel Surcharges:</p> <p>Does the Proposer have Fuel Surcharges associated with any of its service offerings? If so, please describe.</p> <p>B Is the Proposer able to reduce or eliminate the Fuel Surcharges associated with any of the above-referenced services? Provide a list below of the fees/charges that the Bidder is able to reduce or eliminate.</p>			<p>Yes</p> <p>Based on the current market rates for fuel</p> <p>No</p>
	8	<p>* Housing Related Fees and Surcharges (if applicable):</p> <p>If the proposal includes housing-related relocation services, what fees and surcharges are associated with any of these service offerings? Please describe.</p> <p>B Is the Proposer able to reduce or eliminate the housing-related fees associated with any of the above-referenced services? Provide a list below of the fees/charges that the Bidder is able to reduce or eliminate.</p>			<p>NO PROPOSAL</p> <p>NO PROPOSAL</p>
	9	<p>* Other Fees and Surcharges:</p> <p>Does the Proposer have other Fees and Surcharges associated with any of its service offerings? Does the Supplier impose any Fees and Surcharges on PreCard usage or any other type of payment? If so, please describe.</p> <p>B Is the Proposer able to reduce or eliminate any of the above-referenced Fees and Surcharges? Provide a list below of the fees/charges that the Bidder is able to reduce or eliminate.</p> <p>B What is Proposer's process for adding new fees or surcharges to an active agreement. What protections will the Proposer offer to ensure no impact of such fees or surcharges?</p>		N/A	

-	10	<p>* Price Extension for UC and Participating Public Agencies: 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>May the pricing and terms of this agreement be extended to other UC-affiliated individuals (students, retirees, alumni)?</p> <p>May a customer pay directly to your firm?</p>	12.50%	-	<p>•May the pricing and terms of this agreement be extended to UC employees who arrange and pay for services directly with the Supplier? Yes – however – it’s critical that the employee procure those services via the channels laid out by Bekins in order to ensure they receive the proper contract terms.</p> <p>•May the pricing and terms of this agreement be extended to other UC-affiliated individuals (students retirees alumni)? Yes – however – it’s critical that the employee procure those services via the channels laid out by Bekins in order to ensure they receive the proper contract terms.</p> <p>•May a customer pay directly to your firm? Yes – however – it’s critical that the employee procure those services via the channels laid out by Bekins in order to ensure they receive the proper contract terms.</p>
-	11	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.	-	-	N/A
-	12	Provide any additional information relevant to this section, including any special order, value add, promotional programs, etc. Specify any that may be earned.	-	-	Based on the use of the BVL-100 Tariff transferees will not pay for necessary shuttle costs at destination.

EXHIBIT A
RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The University of California (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Household Moving, Relocation Services and Related Products. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$5M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public

Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). (“Supplemental Agreement”). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies’ purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners’ cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier’s primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier’s need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

Yes – we are willing and able to provide a national cooperative contract and we have no legal conflicts or coverage concerns. However, the national program Bekins proposes will be independent of any other national program the company might offer to other entities in the future, or, that currently exist at the time a contract with Omnia would be signed. Bekins will not match pricing other Bekins (or parent company) contracts, nor will it guarantee the "lowest price," nor will it commit to matching other contract terms that other entities might currently have in Bekins (or parent company) contracts.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be

accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

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.

Bekins Van lines, founded in 1891, is among the finest households goods relocation companies in the United States. With more than 400 agents in the Bekins network throughout the country and an approach that focuses on the customer experience, Bekins provides a premier relocation package to clients and transferees.

Bekins has deep experience in Corporate Account business as well as COD and Military lines of business. The breadth of experience across all of those lines has informed the creation of the company's "service ready" move management process. Bekins is the only van line that provides move management services to its clients through centralized functions at headquarters (in Indianapolis, In). While other van lines tend to use a "decoupled" approach, Bekins believes the centralization provides consistency of customer experience across the enterprise.

As a practical matter, Bekins's visibility of the entire network is also enhanced through its centralized system. For example, the Move Managers who are coordinating shipments have direct access to the Operations group — just down the hall — to discuss traffic and planning issues, etc. This team approach, in conjunction with agents and drivers on-the-ground, allows for a seamless experience for both the transferee and the corporate client.

Bekins will maintain this centralized approach for Omnia customers. This provides some distinct advantages for Omnia's members and transferees who will have a single point-of-coordination at the van line's headquarters. As part of that process, the van line will select an appropriate Bekins agent within the network to provide service for that customer — from origin to hauling to destination.

The Bekins network has more than 1,000 trucks/drivers (1,200-1,500 during peak season) that provide service for its customers.

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

Agents of ALL van lines are independently owned and operated companies that represent the van line's brand when they perform INTERstate moving services.

- Bekins has more than 400 agents within its network
- Bekins has thousands of salespeople within its network
- Bekins corporate office in Indianapolis, IN employs about 120 people

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

- Bekins corporate office is located at 8010 Castleton Road, Indianapolis, IN, 46250
- 120 people work for the corporate office

D. Annual sales for the three previous fiscal years.

Bekins is a private company and will not report details of its financials. In general, Bekins has sales of approximately \$110-\$120 million annually for the past three years.

a. Submit FEIN and Dunn & Bradstreet report.

[Attach D&B report]

E. Describe any green or environmental initiatives or policies.

The primary areas in which the Bekins system is able to utilize sustainable practices in executing household goods relocations is in the area of used boxes and packing materials as well as warehouse lighting. Many agents offer their customers used packing materials as a way to save costs and to create a lighter footprint on the environment. Certain types of cartons can be re-used several times. However, as the COVID pandemic continues to rage, it's likely that practice will be lessened temporarily. In addition, Bekins network agency owners have begun shifting to more sustainable lighting for warehouses across the country which are both energy and cost efficient.

Many Bekins agents within the network also participate in a program called Move For Hunger, a not-for-profit organization that works with moving companies to collect unwanted non-perishable food items from customers so they are not thrown out and wasted during preparation for relocation.

Wherever possible, Bekins retires older, less fuel efficient tractors (trucks) and replaces them with new models that meet more stringent guidelines for fuel efficiency and a smaller environmental footprint.

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.

Bekins does not have the ability to track diversity and inclusion among its 400-agent network.

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

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency:

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

☐ Yes ☐ No

If yes, list certifying agency:

c. Historically Underutilized Business (HUB)

☐ Yes ☐ No

If yes, list certifying agency:

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No

If yes, list certifying agency:

e. Other recognized diversity certificate holder

☐ Yes ☐ No

If yes, list certifying agency:

G. 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.

- H. Describe how supplier differentiates itself from its competitors.
Centralization – see information supplied for UC and in description above
- I. Describe any present or past litigation, bankruptcy or reorganization involving supplier. **none**
- J. 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 – **NONE**
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- K. Describe any debarment or suspension actions taken against supplier

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.

See information supplied for UC and in description above. Bekins provides the complete movement of household goods from origin to destination.

- 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.

See information supplied for UC and in description above.

- 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.

See information supplied for UC and in description above. When an agent books an Omnia move into the Bekins system, they use proprietary software that contains the correct contract terms for Omnia and its members.

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

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

There are 400 agents within the Bekins network. Combined, they have approximately 8 million square feet of warehouse space throughout the country.

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:

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

Sample plan:

Marketing relocation services to OMNIA members:

Ensuring that OMNIA members are aware of the relocation services and discounted pricing is a critical factor in the success of the program. Bekins is committed to helping OMNIA market the program to its members. In later discovery and dialogue with OMNIA, there may be other strategies and tactics for creating awareness; however, Bekins will take the following strategic and tactical approaches to marketing the program:

Objectives:

- Ensure OMNIA members are aware of and understand the relocation benefits afforded to them as a member of the OMNIA.**
- Make it simple for OMNIA members – and their constituencies – to take advantage of the relocation benefits.**

Strategies:

- Create awareness of the relocation benefits among the OMNIA membership.**
- Create awareness of the program among OMNIA member constituencies.**

Tactics:

- E-mail welcome to OMNIA member contacts – Once awarded the OMNIA relocation contract, Bekins will acquire (through OMNIA) a list of appropriate e-mail addresses of OMNIA member contacts. This list will be kept secure by Bekins and will not be used for any other purpose but to market OMNIA relocation benefits to members. An initial e-mail will be sent to each OMNIA member contact (e.g. procurement personnel, relocation managers, human resource professionals, etc.) in order to introduce the new OMNIA relocation benefits provided by Bekins and to offer assistance in reviewing relocation policies. In addition, Bekins will offer to contact individual school faculty and staff to let them know about the benefits as well.
- Newsletters – In order to obtain maximum exposure amongst the OMNIA members, Bekins will advertise in the OMNIA newsletter and provide content to be featured in a vendor showcase. Additionally, with the permission of OMNIA, Bekins also will subscribe OMNIA member contacts (the same group receiving the welcome e-mail) to MovingTrends, a monthly electronic newsletter offering relocation advice, tips and statistics. MovingTrends will contain links to the OMNIA relocation Web site referenced in the “Create dedicated OMNIA Web site” paragraph of this marketing plan. If OMNIA member contacts would like to redistribute this newsletter to their constituencies using their own systems, or provide Bekins with their own e-mail lists, those individuals also will be added to the distribution lists. Bekins will keep each OMNIA member’s lists separate and secure and can provide OMNIA with statistics regarding the use of the e-mail newsletter by members (i.e. number of opens, click-throughs, forwards, etc.)
- Direct Mail campaign – The best “awareness” campaigns are constructed of multiple opportunities for target audiences to receive information. As such, Bekins believes it’s important to also utilize direct mail to reach out to OMNIA members and make them aware of their new relocation services benefits. Bekins will create a direct mail campaign that will be sent directly to OMNIA member contacts informing them in basic terms of the new benefits and directing them to the Web site for more information.
- Call campaign – While OMNIA’s membership is extensive, it represents a manageable number of personnel who also can be contacted by Bekins personnel directly. The calls will serve as an introduction to Bekins and the new relocation benefits.
- Trade Shows/Expos – Bekins will research and target trade shows in the New England area that may feed into purchasing decisions by OMNIA members. In addition, Bekins will participate in the annual OMNIA Vendor Expo held every September.
- Create dedicated OMNIA Web site – Bekins will develop a relocation Web site specifically devoted to OMNIA members that will provide information about the relocation program and benefits. The Web site comes complete with moving tips, an

interactive tool to help transferees understand their estimate, links to useful information, and more.

- 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

Sample plan:

Marketing relocation services to OMNIA members:

Ensuring that OMNIA members are aware of the relocation services and discounted pricing is a critical factor in the success of the program. Bekins is committed to helping OMNIA market the program to its members. In later discovery and dialogue with OMNIA, there may be other strategies and tactics for creating awareness; however, Bekins will take the following strategic and tactical approaches to marketing the program:

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- Ensure OMNIA members are aware of and understand the relocation benefits afforded to them as a member of the OMNIA.
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statistics. MovingTrends will contain links to the OMNIA relocation Web site referenced in the “Create dedicated OMNIA Web site” paragraph of this marketing plan. If OMNIA member contacts would like to redistribute this newsletter to their constituencies using their own systems, or provide Bekins with their own e-mail lists, those individuals also will be added to the distribution lists. Bekins will keep each OMNIA member’s lists separate and secure and can provide OMNIA with statistics regarding the use of the e-mail newsletter by members (i.e. number of opens, click-throughs, forwards, etc.)

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- Create dedicated OMNIA Web site – Bekins will develop a relocation Web site specifically devoted to OMNIA members that will provide information about the relocation program and benefits. The Web site comes complete with moving tips, an interactive tool to help transferees understand their estimate, links to useful information, and more.

- 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. **Bekins cannot commit to this**
- 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. **yes**

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 – **Bekins cannot commit to this**
- iii. No cost to participate
- iv. Non-exclusive

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

Yes.

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

- i. **Executive Support – Chris Banguis, Vice President, Sales, Marketing & Move Management**
- ii. **Marketing – Jaymie Shook, Director of Marketing Communications**
- iii. **Sales – Dave Belford, Dir. Of Sales.**
- iv. **Sales Support – Justin Swing, Sales Administrator**
- v. **Financial Reporting - TBD**
- vi. **Accounts Payable - TBD**
- vii. **Contracts – Justin Swing**

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. **There are 400 agents throughout the country that employ thousands of salespeople. They will receive information and marketing about the Omnia account.**

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

- 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. **See information provided to UC as well as above.**
- 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. **This information is not available.**
- 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. **Proprietary software internally.**
- 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").

\$_____.00 in year one
\$_____.00 in year two
\$_____.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. **Cannot make guarantees.**

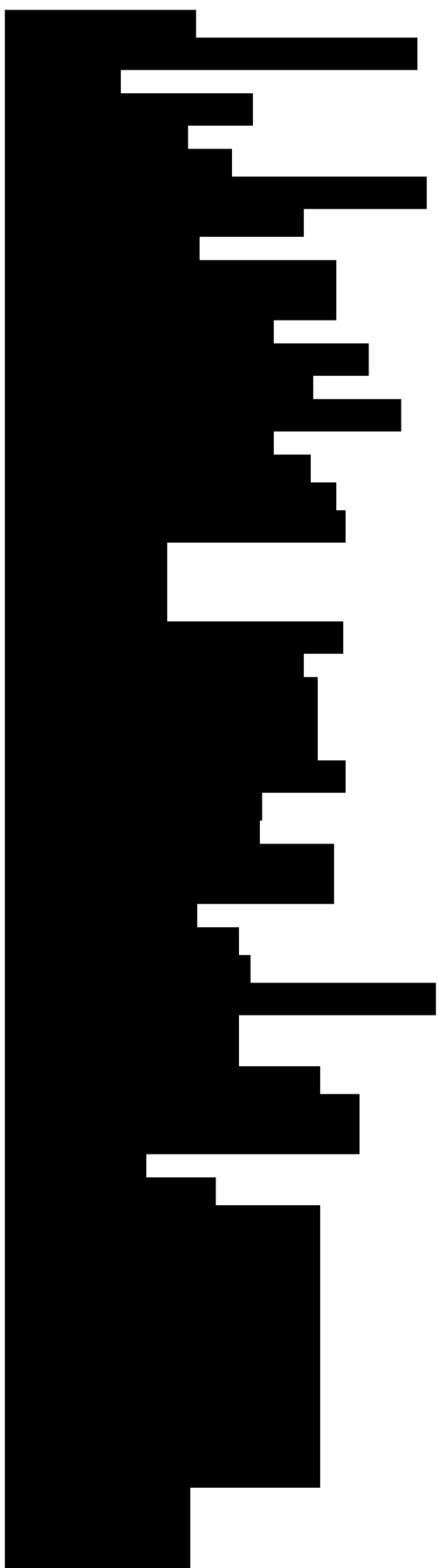
- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products 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).

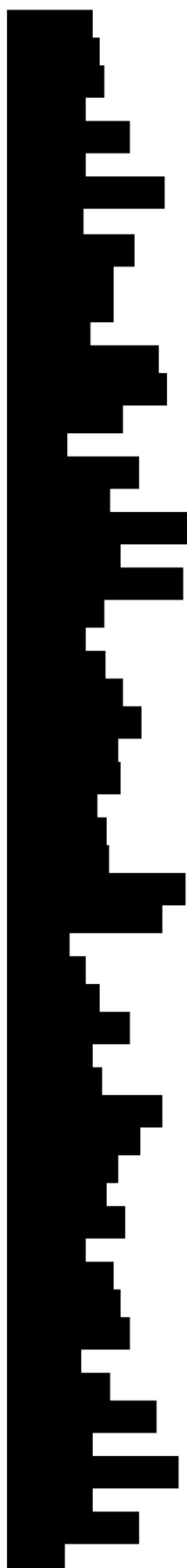
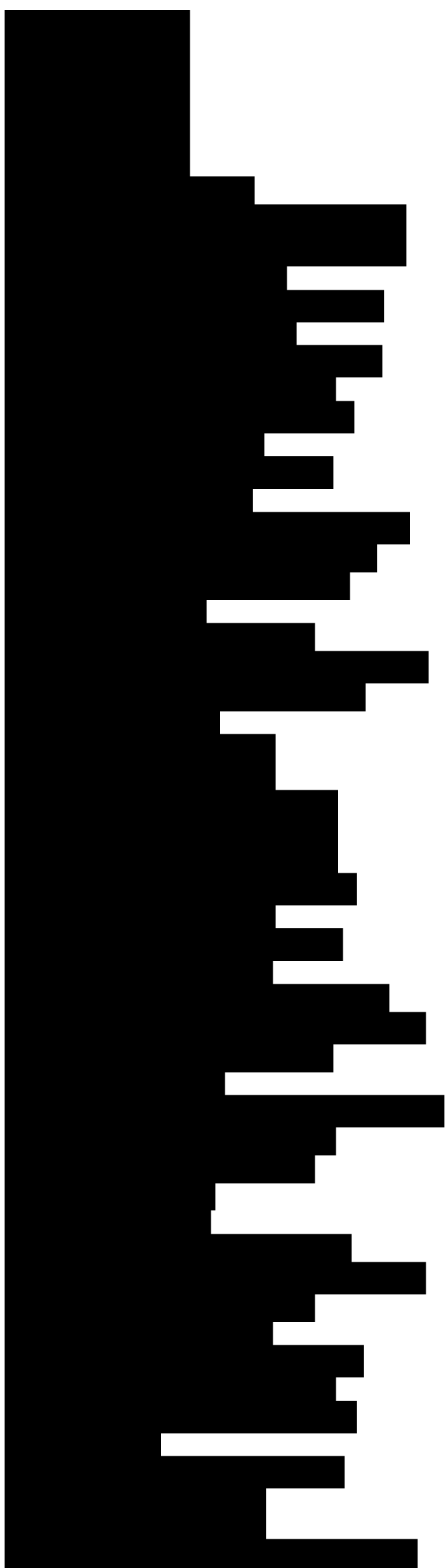
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

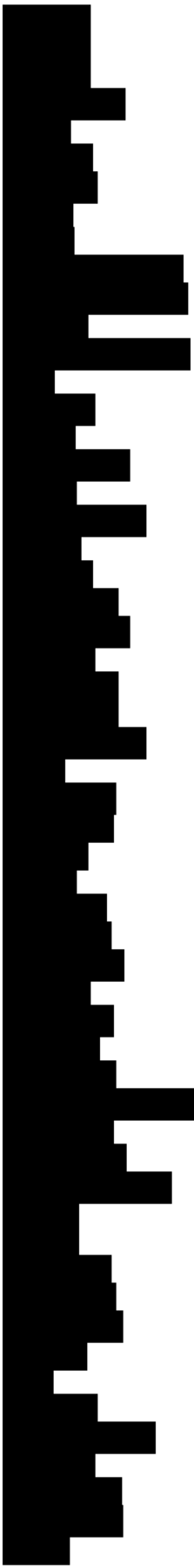
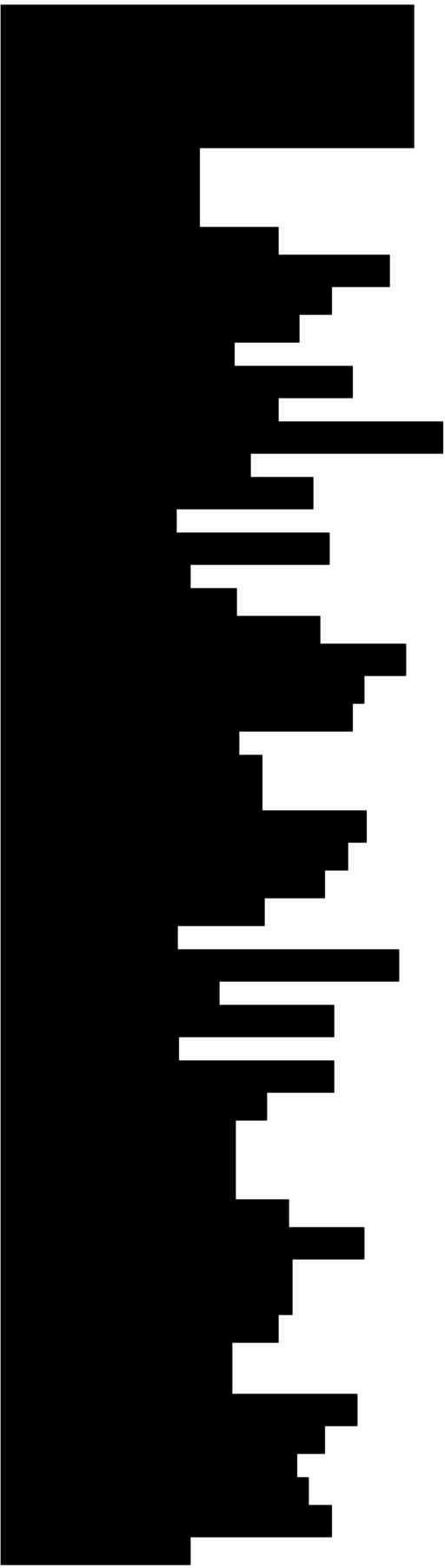
Detail Supplier's strategies under these options when responding to a solicitation.

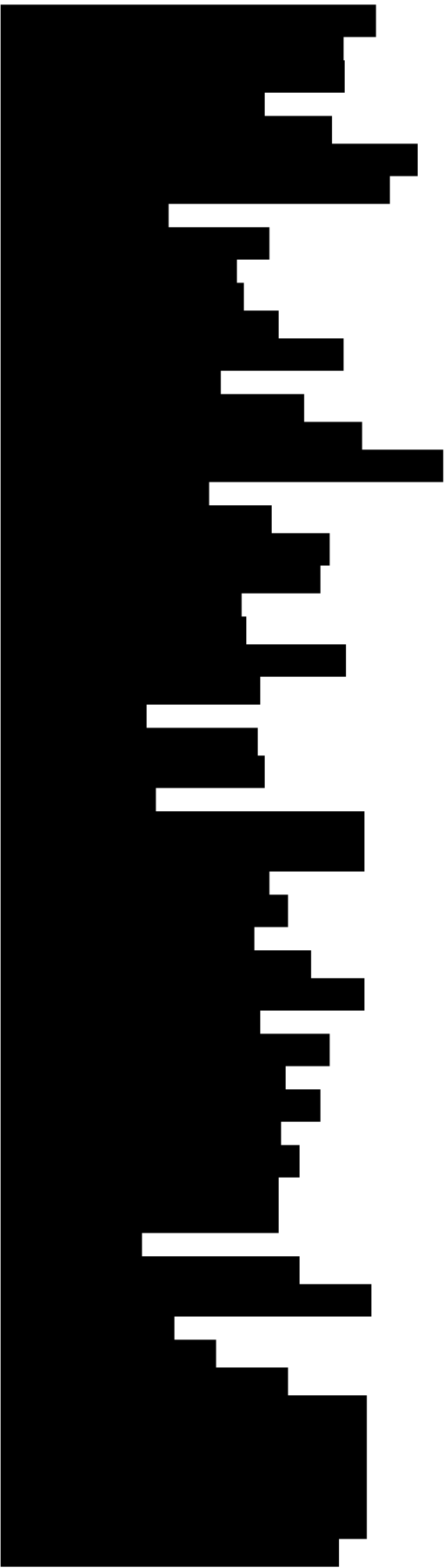


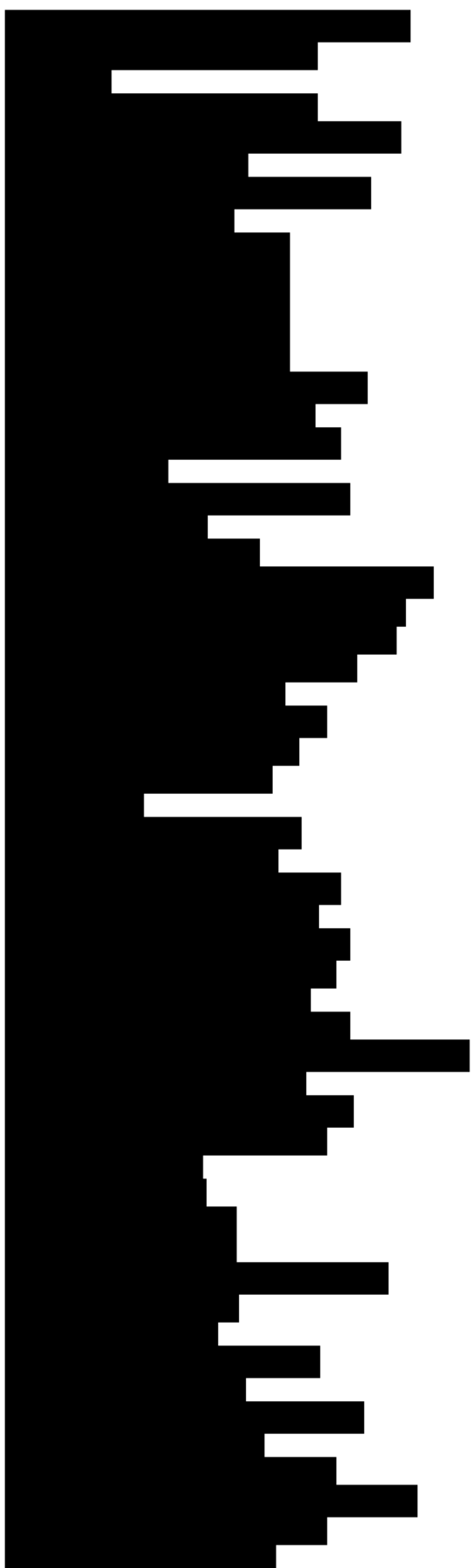
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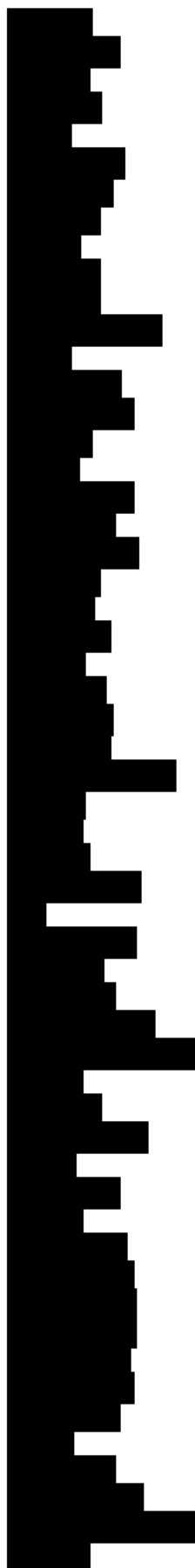
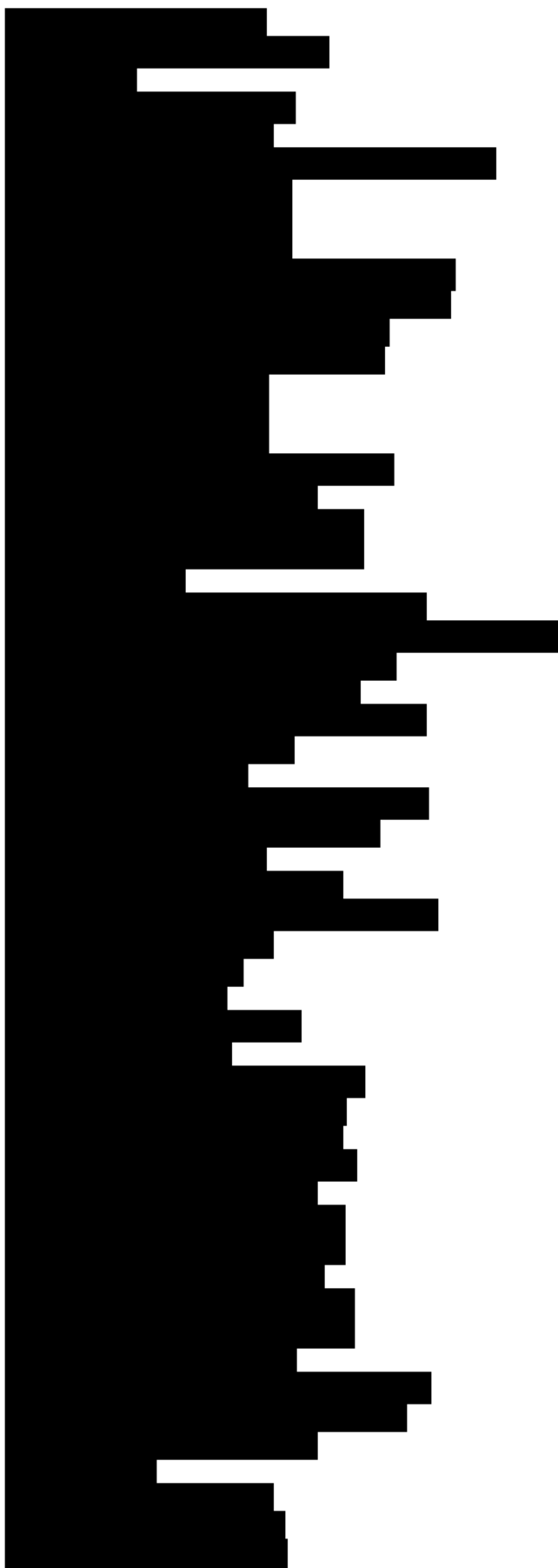
















ARTICLE 1 – GENERAL

The equipment, materials, or supplies ("Goods") and/or services ("Services") furnished by Supplier (together, the "Goods and Services") and covered by the UC Purchase Order ("PO") and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the "Agreement") are governed by the terms and conditions set forth herein. As used herein, the term "Supplier" includes Supplier and its sub-suppliers at any tier. As used herein, "UC" refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as "Party" and collectively as "Parties." Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. Written acceptance or shipment of all or any portion of the Goods, or the performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier's unqualified acceptance of all of the Agreement's terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Goods and/or Services ordered, the price therefor, and the delivery thereof, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

ARTICLE 2 – TERM AND TERMINATION

- A. As applicable, the term of the Agreement ("Initial Term") will be stated in the Agreement. Following the Initial Term, the Agreement may be extended by written mutual agreement.
- B. UC's obligation to proceed is conditioned upon the appropriation of state, federal and other sources of funds not controlled by UC ("Funding"). UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation in the event that through no action or inaction on the part of UC, the Funding is withdrawn.
- C. UC may, by written notice stating the extent and effective date thereof, terminate the Agreement for convenience in whole or in part, at any time. The effective date of such termination shall be consistent with any requirements for providing notice specified in the Agreement, or immediate if no such terms are set forth in the Agreement. As specified in the termination notice, UC will pay Supplier as full compensation the pro rata Agreement price for performance through the later of the date that (i) UC provided Supplier with notice of termination or (ii) Supplier's provision of Goods and/or Services will terminate.
- D. UC may by written notice terminate the Agreement for Supplier's breach of the Agreement, in whole or in part, at any time, if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. In such event, UC may purchase or otherwise secure Goods and/or Services and, except as otherwise provided herein, Supplier will be liable to UC for any excess costs UC incurs thereby.
- E. UC's Appendix – Data Security, Appendix – BAA, and/or Appendix – GDPR will control in the event that one or more appendices are incorporated into the Agreement and conflicts with the provisions of this Article.

ARTICLE 3 – PRICING, INVOICING METHOD, AND SETTLEMENT METHOD AND TERMS.

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Unless otherwise agreed in writing by UC, Supplier will use the invoicing method and payment settlement method (and will extend the terms applicable to such settlement method) set forth in UC's Supplier Invoicing, Terms & Settlement Matrix. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, freight is to be FOB destination. Any of Supplier's expenses that UC agrees to reimburse will be reimbursed under UC's Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

By S.
8.6.20



ARTICLE 4 – INSPECTION.

The Goods and/or Services furnished will be exactly as specified in the Agreement, free from all defects in Supplier's performance, design, skill and materials, and, except as otherwise provided in the Agreement, will be subject to inspection and test by UC at all times and places. If, prior to final acceptance, any Goods and/or Services furnished are found to be incomplete, or not as specified, UC may reject them, require Supplier to correct them at the sole cost of Supplier, or require provision of such Goods and/or Services at a reduction in price that is equitable under the circumstances. If Supplier is unable or refuses to correct such deficiencies within a time UC deems reasonable, UC may terminate the Agreement in whole or in part. Supplier will bear all risks as to rejected Goods and/or Services and, in addition to any costs for which Supplier may become liable to UC under other provisions of the Agreement, will reimburse UC for all transportation costs, other related costs incurred, or payments to Supplier in accordance with the terms of the Agreement for unaccepted Goods and/or Services and materials and supplies incidental thereto. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

ARTICLE 5 – ASSIGNED PERSONNEL; CHARACTER OF SERVICES

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, during as many hours per shift and shifts per week, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. Should UC inform Supplier that anyone providing the Services is not working to this standard, Supplier will immediately remove such personnel from providing Services and he or she will not Oagain, without UC's written permission, be assigned to provide Services. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

ARTICLE 6 – WARRANTIES

In addition to the warranties set forth in Articles 11, 12, 17, 23, 24, 25 and 26 herein, Supplier makes the following warranties. Supplier acknowledges that failure to comply with any of the warranties in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. General Warranties. Supplier represents, warrants and covenants that: (i) Supplier is free to enter into this Agreement and that Supplier is not, and will not become, during the Term, subject to any restrictions that might restrict or prohibit Supplier from performing the Services or providing the Goods ordered hereunder; (ii) Supplier will comply with all applicable laws, rules and regulations in performing Supplier's obligations hereunder; (iii) the Goods and/or Services shall be rendered with promptness and diligence and shall be executed in a skilled manner by competent personnel, in accordance with the prevailing industry standards; and if UC Appendix Data Security is NOT included: (iv) Supplier has developed a business interruption and disaster recovery program and is executing such program to assess and reduce the extent to which Supplier's hardware, software and embedded systems may be susceptible to errors or failures in various crisis (or force majeure) situations; (v) if Supplier uses electronic systems for creating, modifying, maintaining, archiving, retrieving or transmitting any records, including test results that are required by, or subject to inspection by an applicable regulatory authority, then Supplier represents and warrants that Supplier's systems for electronic records are in compliance; and (vi) Supplier agrees that the Goods and/or Services furnished under the Agreement will be covered by the most favorable warranties Supplier gives to any customer for the same or substantially similar goods or services, or such other more favorable warranties as specified in the Agreement. The rights and remedies so provided are in addition to and do not limit any rights afforded to UC by any other article of the Agreement.
- B. Permits and Licenses. Supplier agrees to procure all necessary permits or licenses and abide by all applicable laws, regulations and ordinances of the United States and of the state, territory and political subdivision or any other country in which the Goods and/or Services are provided.
- C. Federal and State Water and Air Pollution Laws. Where applicable, Supplier warrants that it complies with the requirements in UC Business and Finance Bulletin BUS-56 (Materiel Management; Purchases from Entities Violating State or Federal Water or Air Pollution Laws). Consistent with California Government Code 4477, these requirements do not permit UC to contract with entities in violation of Federal or State water or air pollution laws.
- D. Web Accessibility Requirements. As applicable to the Supplies and/or Services being provided under the Agreement, Supplier warrants that:

ASS.
8.6.21



1. It complies with California and federal disability laws and regulations; and
 2. The Goods and/or Services will conform to the accessibility requirements of WCAG 2.0AA.
 3. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Goods and/or Services;
- E. General Accessibility Requirements. Supplier warrants that:
1. It will comply with California and federal disability laws and regulations;
 2. Supplier will promptly respond to remediate to any identified accessibility defects in the Goods and Services to conform to WCAG 2.0 AA; and
 3. Supplier agrees to promptly respond to and use reasonable efforts to resolve and remediate any complaint regarding accessibility of its Goods and/or Services.
- F. Warranty of Quiet Enjoyment. Supplier warrants that Supplier has the right of Quiet Enjoyment in, and conveys the right of Quiet Enjoyment to UC for UC's use of, any and all intellectual property that will be needed for Supplier's provision, and UC's use of, the Goods and/or Services provided by Supplier under the Agreement.
- G. California Child Abuse and Neglect Reporting Act ("CANRA"). Where applicable, Supplier warrants that it complies with CANRA.
- H. Debarment and Suspension. Supplier warrants that it is not presently debarred, suspended, proposed for debarment, or declared ineligible for award of federal contracts or participation in federal assistance programs or activities.
- I. UC Trademark Licensing Code of Conduct. If the Goods will bear UC's name (including UC campus names, abbreviations of these names, UC logos, UC mascots, or UC seals) or other trademarks owned by UC, Supplier warrants that it holds a valid license from UC and complies with the Trademark Licensing Code of Conduct policy, available at <http://policy.ucop.edu/doc/3000130/TrademarkLicensing>.
- J. Outsourcing (Public Contract Code section 12147) Compliance. Supplier warrants that if the Agreement will displace UC employees, no funds paid under the Agreement will be used to train workers who are located outside of the United States, or plan to relocate outside the United States as part of the Agreement. Additionally, Supplier warrants that no work will be performed under the Agreement with workers outside the United States, except as described in Supplier's bid. If Supplier or its sub-supplier performs the Agreement with workers outside the United States during the life of the Agreement and Supplier did not describe such work in its bid, Supplier acknowledges and agrees that (i) UC may terminate the Agreement without further obligation for noncompliance, and (ii) Supplier will forfeit to UC the amount UC paid for the percentage of work that was performed with workers outside the United States and not described in Supplier's bid.

ARTICLE 7 – INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS

- A. Goods and/or Services Involving Work Made for Hire.
1. Unless UC indicates that the Goods and/or Services do not involve work made for hire, Supplier acknowledges and agrees that any deliverables provided to UC by Supplier in the performance of the Agreement, and any intellectual property rights therein, (hereinafter the "Deliverables") will be owned by UC. The Deliverables will be considered "work made for hire" under U.S. copyright law and all right, title, and interest to and in such Deliverables including, but not limited to, any and all copyrights or trademarks, will be owned by UC. In the event that it is determined that UC is not the owner of such Deliverables under the "work made for hire" doctrine of U.S. copyright law, Supplier hereby irrevocably assigns to UC all right, title, and interest to and in such Deliverables and any copyrights or trademarks thereto.
 2. The Deliverables must be new and original. Supplier must not use any pre-existing copyrightable or trademarked images, writings, or other proprietary materials (hereinafter "Pre-Existing Materials") in the Deliverables without UC's prior written permission. In the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC with complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- B. Goods and/or Services Not Involving Work Made for Hire.

A.S. 8-6-20



1. If the Goods and/or Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.
 2. The Deliverables must be new and original. Supplier must not use any Pre-Existing Materials in the Deliverables without UC's prior written permission.
 3. Whenever any invention or discovery is made or conceived by Supplier in the course of or in connection with the Agreement, Supplier will promptly furnish UC complete information with respect thereto and UC will have the sole power to determine whether and where a patent application will be filed and to determine the disposition of title to and all rights under any application or patent that may result.
 4. Supplier is specifically subject to an obligation to, and hereby does, assign all right, title and interest in any such intellectual property rights to UC as well as all right, title and interest in tangible research products embodying any such inventions whether the inventions are patentable or not. Supplier agrees to promptly execute any additional documents or forms that UC may require in order to effectuate such assignment.
- C. General. Should the Goods and/or Services become, or in Supplier's opinion be likely to become, the subject of a claim of infringement of any patent, copyright, trademark, trade name, trade secret, or other proprietary or contractual right of any third party, Supplier will provide written notice to UC of the circumstances giving rise to such claim or likely claim. In the event that UC receives notice of a claim of infringement or is made a party to or is threatened with being made a party to any claim of infringement related to the Goods and/or Services, UC will provide Supplier with notice of such claim or threat. Following receipt of such notice, Supplier will either (at Supplier's sole election) (i) procure for UC the right to continue to use the affected portion of the Goods and/or Services, or (ii) replace or otherwise modify the affected portion of the Goods and/or Services to make them non-infringing, or obtain a reasonable substitute product for the affected portion of the Goods and/or Services, provided that any replacement, modification or substitution under this paragraph does not effect a material change in the Goods and/or Services' functionality. If none of the foregoing options is reasonably acceptable to UC, UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.
- D. UC Rights to Institutional Information. Institutional Information shall belong exclusively to UC and unless expressly provided, this Agreement shall not be construed as conferring on Supplier any patent, copyright, trademark, license right or trade secret owned or obtained by UC. Any right for Supplier to use Institutional Information is solely provided on a non-exclusive basis, and only to the extent required for Supplier to provide the Goods or Services under the Agreement. As used herein, "Institutional Information" means any information or data created, received, and/or collected by UC or on its behalf, including but not limited to application logs, metadata and data derived from such data.

ARTICLE 8 - INDEMNITY AND LIABILITY

To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS applies to this Agreement, Supplier shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Supplier's Breach of Institutional Information and/or failure to cooperate with UC's response to such Breach. As used herein, "Breach" means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. "IT Resources" means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Supplier owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

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ARTICLE 9 – INSURANCE

Supplier, at its sole cost and expense, will insure its activities in connection with providing the Goods and/or Services and obtain, keep in force, and maintain the following insurance with the minimum limits set forth below, unless UC specifies otherwise:

- A. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:
 1. Each Occurrence \$ 1,000,000
 2. Products/Completed Operations Aggregate \$ 2,000,000
 3. Personal and Advertising Injury \$ 1,000,000
 4. General Aggregate \$ 2,000,000
- B. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. (Required only if Supplier drives on UC premises or transports UC employees, officers, invitees, or agents in the course of supplying the Goods and/or Services to UC.)
- C. If applicable, Professional Liability Insurance with a limit of two million dollars (\$2,000,000) per occurrence or claim with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- D. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence. Workers' Compensation as required by applicable state law and Employer's Liability with limits of one million dollars (\$1,000,000) per occurrence.
- E. If applicable, Supplier Fidelity Bond or Crime coverage for the dishonest acts of its employees in a minimum amount of one million dollars (\$1,000,000). Supplier will endorse such policy to include a "Regents of the University of California Coverage" or "Joint Payee Coverage" endorsement. UC and, if so requested, UC's officers, employees, agents and sub-suppliers will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
- F. In the event Appendix DS applies to this Agreement, Supplier, at its sole cost and expense, will obtain, keep in force, and maintain one or more insurance policies that provide coverage for technology, professional liability, data protection, and/or cyber liability. Typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability insurance, it will cover liabilities for financial loss due to the acts, omissions, or intentional misconduct of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, in connection with the performance of this Agreement, as well as all Supplier costs, including damages it is obligated to pay UC or any third party, that are associated with any confirmed or suspected Breach or compromise of Institutional Information. In some cases, Professional Liability policies may include some coverage for data breaches or loss of Institutional Information. Regardless of the type of policy(ies) in place, such coverage will include without limitation: (i) costs to notify parties whose data were lost or compromised; (ii) costs to provide credit monitoring and credit restoration services to parties whose data were lost or compromised; (iii) costs associated with third party claims arising from the confirmed or suspected Breach or loss of Institutional Information, including litigation costs and settlement costs; (iv) any investigation, enforcement, fines and penalties, or similar miscellaneous costs; and (v) any payment made to a third party as a result of extortion related to a confirmed or suspected Breach. The following insurance coverage is based on the highest Protection Level Classification of Institutional Information identified in Exhibit 1 to Appendix DS:
 1. P1 - This insurance policy must have minimum limits of \$500,000 each occurrence and \$500,000 in the aggregate.
 2. P2 - This insurance policy must have minimum limits of \$1,000,000 each occurrence and \$1,000,000 in the aggregate.
 3. P3 and P4, less than 70,000 records - this insurance policy must have minimum limits of \$5,000,000 each occurrence and \$5,000,000 in the aggregate.
 4. P3 and P4, 70,000 or more records - this insurance policy must have minimum limits of \$10,000,000 each occurrence and \$10,000,000 in the aggregate.

Protection Level Classifications are defined in the UC Systemwide Information Security Classification of Information and IT Resources: <https://security.ucop.edu/policies/institutional-information-and-it-resource-classification.html>

- G. Additional other insurance in such amounts as may be reasonably required by UC against other insurable risks relating to performance. If the above insurance is written on a claims-made form, it will continue for three years following termination of the Agreement. The insurance will have a retroactive date of placement prior to or coinciding with the effective date of the Agreement. If the above insurance coverage is modified, changed or cancelled, Supplier will provide UC with not less than fifteen (15) days' advance written notice of such modification, change, or cancellation, and will promptly obtain replacement coverage that complies with this Article.
- I. The coverages referred to under A and B of this Article must include UC as an additional insured. It is understood that the coverage and limits referred to under A, B and C of this Article will not in any way limit Supplier's liability. Supplier will furnish UC with certificates

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of insurance (and the relevant endorsement pages) evidencing compliance with all requirements prior to commencing work under the Agreement. Such certificates will:

1. Indicate that The Regents of the University of California has been endorsed as an additional insured for the coverage referred to under A and B of this Article. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of Supplier, its officers, agents, or employees.
2. Include a provision that the coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by UC.

ARTICLE 10 – USE OF UC NAME AND TRADEMARKS

Supplier will not use the UC name, abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products, or services for sale or distribution to the public, without UC's prior written approval. Supplier agrees to comply at all times with California Education Code Section 92000.

ARTICLE 11 – FEDERAL FUNDS

Supplier who supplies Goods and/or Services certifies and represents its compliance with the following clauses, as applicable. Supplier shall promptly notify UC of any change of status with regard to these certifications and representations. These certifications and representations are material statements upon which UC will rely.

- A. For commercial transactions involving funds on a federal contract (federal awards governed by the FAR), the following provisions apply, as applicable:
1. FAR 52.203-13, Contractor Code of Business Ethics and Conduct;
 2. FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights;
 3. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements;
 4. FAR 52.219-8, Utilization of Small Business Concerns;
 5. FAR 52.222-17, Non-displacement of Qualified Workers;
 6. FAR 52.222-21, Prohibition of Segregated Facilities;
 7. FAR 52.222-26, Equal Opportunity;
 8. FAR 52.222-35, Equal Opportunity for Veterans;
 9. FAR 52.222-36, Equal Opportunity for Workers with Disabilities;
 10. FAR 52.222-37, Employment Reports on Veterans;
 11. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act;
 12. FAR 52.222-41, Service Contract Labor Standards;
 13. FAR 52.222-50, Combating Trafficking in Persons;
 14. FAR 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements;
 15. FAR 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services - Requirements;
 16. FAR 52.222-54, Employment Eligibility Verification;
 17. FAR 52.222-55, Minimum Wages Under Executive Order 13658;
 18. FAR 52.222-62, Paid Sick Leave under Executive Order 13706;
 19. FAR 52.224-3, Privacy Training;
 20. FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations;
 21. FAR 52.233-1, Disputes; and
 22. FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels.
- B. For non-commercial transactions involving funds on a federal contract, the UC Appendix titled 'Federal Government Contracts Special terms and Conditions (Non-Commercial Items or Services)' and located at www.ucop.edu/procurement-services/policies-forms/index.html is hereby incorporated herein by this reference.
- C. For transactions involving funds on a federal grant or cooperative agreement (federal awards governed by eCFR Title 2, Subtitle A, Chapter II, Part 200) the following provisions apply, as applicable:

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1. Rights to Inventions. If Supplier is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, Supplier must comply with the requirements of 3 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".
 2. Clean Air Act. Supplier agrees 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).
 3. Byrd Anti-Lobbying. Supplier certifies 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.
 4. Procurement of Recovered Materials. If Supplier is a state agency or agency of a political subdivision of a state, then Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- D. In these provisions, the term "contractor" as used therein will refer to Supplier, and the terms "Government" or "Contracting Officer" as used therein will refer to UC. Where a purchase of items is for fulfillment of a specific U.S. Government prime or subcontract, additional information and/or terms and conditions may be included in an attached supplement. By submitting an invoice to UC, Supplier is representing to UC that, at the time of submission:
1. Neither Supplier nor its principals are presently debarred, suspended, or proposed for debarment by the U.S. government (see FAR 52.209-6);
 2. Supplier has filed all compliance reports required by the Equal Opportunity clause (see FAR 52.222-22); and
 3. Any Supplier representations to UC about U.S. Small Business Administration or state and local classifications, including but not limited to size standards, ownership, and control, are accurate and complete.
 4. Byrd Anti-Lobbying. Supplier certifies 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.

ARTICLE 12 – EQUAL OPPORTUNITY AFFIRMATIVE ACTION

Supplier will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Supplier will comply with 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: "This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). 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, sexual orientation, gender identity, or national origin. Moreover, 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, sexual orientation, gender identity, national origin, protected veteran status or disability." With respect to activities occurring in the State of California, Supplier agrees to adhere to the California Fair Employment and Housing Act. Supplier will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Supplier will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

ARTICLE 13 – LIENS

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed or material furnished by sub-suppliers and material men, and the amount due and to become due to each, and that before the final payment called for under the Agreement, will upon UC's request submit to UC a complete set of vouchers showing what payments have been made for such work performed or material furnished. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. UC will not make final payment until Supplier, if required, delivers to UC a complete release of all liens arising out of the Agreement, or receipts in full in lieu thereof, as UC may require, and if required in either case, an affidavit that as far as it has knowledge or information, the receipts include all the labor and materials for which a lien could be filed; but Supplier may, if any sub-supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to UC to indemnify it against any claim by lien or otherwise. If any lien or claim remains unsatisfied after all payments are made, Supplier will refund to UC all monies that UC may be compelled to pay in discharging such lien or claim, including all costs and reasonable attorneys' fees.

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ARTICLE 14 – PREMISES WHERE SERVICES ARE PROVIDED

- A. Cleaning Up. Supplier will at all times keep UC premises where the Services are performed and adjoining premises free from accumulations of waste material or rubbish caused by its employees or work of any of its sub-suppliers, and, at the completion of the Services; will remove all rubbish from and about the premises and all its tools, scaffolding, and surplus materials, and will leave the premises "broom clean" or its equivalent, unless more exactly specified. In case of dispute between Supplier and its sub-suppliers as to responsibility for the removal of the rubbish, or if it is not promptly removed, UC may remove the rubbish and charge the cost to Supplier.
- B. Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Goods and Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Goods and/or Services; thereafter a start order for resumption of providing the Goods and/or Services may be issued at UC's discretion. Supplier will not be entitled to make a claim for extension of time or for compensation or damages by reason of or in connection with such stoppage. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises, or any other person who enters upon UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and all other persons who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Goods and/or Services. Supplier will confine its employees and all other persons who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or any other person who enters upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Goods and/or Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.
- C. Tobacco-free Campus. UC is a tobacco-free institution. Use of cigarettes, cigars, oral tobacco, electronic cigarettes and all other tobacco products is prohibited on all UC owned or leased sites.

ARTICLE 15 – LIABILITY FOR UC - FURNISHED PROPERTY

Supplier assumes complete liability for any materials UC furnishes to Supplier in connection with the Agreement and Supplier agrees to pay for any UC materials Supplier damages or otherwise is not able to account for to UC's satisfaction. UC furnishing to Supplier any materials in connection with the Agreement will not, unless otherwise expressly provided in writing by UC, be construed to vest title thereto in Supplier.

ARTICLE 16 – COOPERATION

Supplier and its sub-suppliers, if any, will cooperate with UC and other suppliers and will so provide the Services that other cooperating suppliers will not be hindered, delayed or interfered with in the progress of their work, and so that all of such work will be a finished and complete job of its kind.

ARTICLE 17 – ADDITIONAL TERMS APPLICABLE TO THE FURNISHING OF GOODS

The terms in this Article have special application to the furnishing of Goods:

- A. Price Decreases. Supplier agrees immediately to notify UC of any price decreases from its suppliers, and to pass through to UC any price decreases.
- B. Declared Valuation of Shipments. Except as otherwise provided in the Agreement, all shipments by Supplier under the Agreement for UC's account will be made at the maximum declared value applicable to the lowest transportation rate or classification and the bill of lading will so note.
- C. Title. Title to the Goods purchased under the Agreement will pass directly from Supplier to UC at the f.o.b. point shown, or as otherwise specified in the Agreement, subject to UC's right to reject upon inspection.

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- D. Changes. Notwithstanding the terms in Article 34, Amendments, UC may make changes within the general scope of the Agreement in drawings and specifications for specially manufactured Goods, place of delivery, method of shipment or packing of the Agreement by giving notice to Supplier and subsequently confirming such changes in writing. If such changes affect the cost of or the time required for performance of the Agreement, UC and Supplier will agree upon an equitable adjustment in the price and/or delivery terms. Supplier may not make changes without UC's written approval. Any claim of Supplier for an adjustment under the Agreement must be made in writing within thirty (30) days from the date Supplier receives notice of such change unless UC waives this condition in writing. Nothing in the Agreement will excuse Supplier from proceeding with performance of the Agreement as changed hereunder. Supplier may not alter or misbrand, within the meaning of the applicable Federal and State laws, the Goods furnished.
- E. Forced, Convict and Indentured Labor. Supplier warrants that no foreign-made Goods furnished to UC pursuant to the Agreement will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. If UC determines that Supplier knew or should have known that it was breaching this warranty, UC may, in addition to terminating the Agreement, remove Supplier from consideration for UC contracts for a period not to exceed one year. This warranty is in addition to any applicable warranties in Articles 6 and 11.
- F. Export Control. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification that identifies the export-controlled Goods and such Goods' export classification if any of the Goods is export-controlled under the International Traffic in Arms Regulations (ITAR) (22 CFR §§ 120-130), the Export Administration Regulations (15 CFR §§ 730-774) 500 or 600 series, or controlled on a military strategic goods list. Supplier agrees to provide UC (the contact listed on the Purchase Order) with written notification if Supplier will be providing information necessary for the operation, installation (including on-site installation), maintenance (checking), repair, overhaul, and refurbishing of the Goods that is beyond a standard user manual (i.e. "Use" technology as defined under the EAR 15 CFR § 772.1), or "Technical Data" (as defined under the ITAR 22 CFR § 120.10).

ARTICLE 18 – CONFLICT OF INTEREST

Supplier affirms that, to the best of Supplier's knowledge, no UC employee who has participated in UC's decision-making concerning the Agreement has an "economic interest" in the Agreement or Supplier. A UC employee's "economic interest" means:

- A. An investment worth \$2,000 or more in Supplier or its affiliate;
- B. A position as director, officer, partner, trustee, employee or manager of Supplier or its affiliate;
- C. Receipt during the past 12 months of \$500 in income or \$440 in gifts from Supplier or its affiliate; or
- D. A personal financial benefit from the Agreement in the amount of \$250 or more.

In the event of a change in these economic interests, Supplier will provide written notice to UC within thirty (30) days after such change, noting such changes. Supplier will not be in a reporting relationship to a UC employee who is a near relative, nor will a near relative be in a decision making position with respect to Supplier.

ARTICLE 19 – AUDIT REQUIREMENTS

The Agreement, and any pertinent records involving transactions relating to this Agreement, is subject to the examination and audit of the Auditor General of the State of California or Comptroller General of the United States or designated Federal authority for a period of up to five (5) years after final payment under the Agreement. UC, and if the underlying grant, cooperative agreement or federal contract so provides, the other contracting Party or grantor (and if that be the United States or an instrumentality thereof, then the Comptroller General of the United States) will have access to and the right to examine Supplier's pertinent books, documents, papers, and records involving transactions and work related to the Agreement until the expiration of five (5) years after final payment under the Agreement. The examination and audit will be confined to those matters connected with the performance of the Agreement, including the costs of administering the Agreement.

ARTICLE 20 – PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION

- A. Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable

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for any breach of this Agreement by its employees. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

- B. **Compliance with Applicable Laws and Industry Best Practices.** Supplier agrees to comply with all applicable state, federal, and foreign laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Institutional Information. Supplier agrees to protect the privacy and security of Institutional Information according to all applicable laws and industry best practices, and no less rigorously than it protects its own information, but in no case less than reasonable care.
- C. **Confidential Institutional Information.** Supplier agrees to hold UC's Confidential Institutional Information, and any information derived therefrom, in strict confidence. Confidential Institutional Information shall be defined as any Institutional Information which is (i) marked as "Confidential" at the time of disclosure; (ii) if disclosed orally, identified at the time of such oral disclosure as confidential, and reduced to writing as "Confidential" within thirty (30) days of such oral disclosure; and (iii) if not marked as "Confidential," information that would be considered by a reasonable person in the relevant field to be confidential given its content and the circumstances of its disclosure. Confidential Information will not be considered confidential to the extent that: (i) Supplier can demonstrate by written records was known to Supplier prior to the effective date of the Agreement; (ii) is currently in, or in the future enters, the public domain other than through a breach of the Agreement or through other acts or omissions of Supplier; (iii) is obtained lawfully from a third party; or (iv) is disclosed under the California Public Records Act or legal process. For the avoidance of doubt, as applicable to Supplier's Services, Confidential Institutional Information may include any information that identifies or is capable of identifying a specific individual, including but not limited to:
1. Personally identifiable information,
 2. Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HIPAA regulations (including, but not limited to 45 C.F.R. § 160.103),
 3. Medical information as defined by California Civil Code § 56.05,
 4. Cardholder data,
 5. Student records, or
 6. Individual financial information that is subject to laws restricting the use and disclosure of such information, including but not limited to:
 - a. Article 1, Section 1 of the California Constitution; the California Information Practices Act (Civil Code § 1798 *et seq.*);
 - b. The federal Gramm-Leach-Bliley Act (15 U.S.C. §§ 6801(b) and 6805(b)(2));
 - c. The federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g);
 - d. The federal Fair and Accurate Credit Transactions Act (15 U.S.C. § 1601 *et seq.*);
 - e. The Fair Credit Reporting Act (15 U.S.C. § 1681 *et seq.*), and
 - f. Applicable international privacy laws, including, but not limited to the General Data Protection Regulation.
- D. **Required Disclosures of Institutional Information.** If Supplier is required by a court of competent jurisdiction or an administrative body to disclose Institutional Information, Supplier will notify UC in writing immediately upon receiving notice of such requirement and prior to any such disclosure (unless Supplier is prohibited by law from doing so), to give UC an opportunity to oppose or otherwise respond to such disclosure. To the extent Supplier still required to disclose Institutional Information, Supplier will furnish only that portion that is legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be afforded to any Confidential Institutional Information.
- E. **No Offshoring.** Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC.
- F. **Conflict in Terms.** UC's Appendix – Data Security, Appendix – BAA, and/or Appendix GDPR will control in the event that one or more appendices is incorporated into the Agreement and conflicts with the provisions of this Article.
- G. **Acknowledgement.** Supplier acknowledges that remedies at law would be inadequate to protect UC against any actual or threatened breach of this Section by Supplier, and, without prejudice to any other rights and remedies otherwise available to UC, Supplier agrees to the granting of injunctive relief in UC's favor without proof of actual damages.

ARTICLE 21 – UC WHISTLEBLOWER POLICY

UC is committed to conducting its affairs in compliance with the law, and has established a process for reporting and investigating suspected improper governmental activities. Please visit <http://www.ucop.edu/uc-whistleblower/> for more information.

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ARTICLE 22 – SUSTAINABLE PROCUREMENT GUIDELINES

Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines:

(<https://www.ucop.edu/procurement-services/files/sustainableprocurementguidelines.pdf>).

In accordance with the University of California Sustainable Practices Policy, Supplier will adhere to the following requirements and standards, as applicable. Supplier acknowledges that failure to comply with any of the sustainability standards and requirements in the Agreement will constitute a material breach of the Agreement and UC will have the right to terminate the Agreement without damage, penalty, cost or further obligation.

- A. **Sustainability Marketing Standards.** Supplier sustainability related claims, where applicable, must meet UC recognized certifications and standards set forth in the UC Sustainable Procurement Guidelines and/or meet the standards of Federal Trade Commission's (FTC) Green Guides.
- B. **Electronic Transfer of Supplier Information.** Suppliers, when interacting with the UC, shall be prohibited from providing hard copies of presentations, marketing material, or other informational materials. Suppliers will be required to present all information in electronic format that is easily transferable to UC staff. Materials may be provided in hard copy or physical format if specifically required or requested by a UC representative.
- C. **Packaging Requirements.** 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. In addition, UC requires that all packaging meet at least one of the criteria listed below:
 1. Uses bulk packaging;
 2. Uses reusable packaging (e.g. totes reused by delivery service for next delivery);
 3. Uses innovative packaging that reduces the weight of packaging, reduces packaging waste, or utilizes packaging that is a component of the product;
 4. Maximizes recycled content and/or meets or exceeds the minimum post-consumer content level for packaging in the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines;
 5. Uses locally recyclable or certified compostable material.
- D. **Foodservice Foam Ban.** As of 2018, the University no longer allows packaging foam or expanded polystyrene (EPS) for takeaway containers or other food service items, in any University-owned or -operated food service facility.
- E. **Product Packaging Foam Ban.** Beginning January 1st, 2020, the University will prohibit all contracted and non-contracted suppliers from selling or distributing packaging foam (other than that utilized for laboratory supply or medical packaging) to UC campuses. Packaging foam is defined as any open or closed cell, solidified, polymeric foam used for cushioning or packaging, including but not limited to: low-density polyethylene foam, polypropylene foam, polystyrene foam (i.e. expanded polystyrene (EPS)), polyurethane foam, polyethylene foam, polyvinyl chloride (PVC) foam, and microcellular foam. Not included in this ban are easily biodegradable, plant-based foams such as those derived from corn or mushrooms.
- F. **E-Waste Recycling Requirements.** All recyclers of UC electronic equipment must be e-Steward certified by the Basel Action Network (BAN).
- G. **Hosted and Punch-out Catalog Requirements.** Suppliers enabled with eProcurement hosted catalog functionality must clearly identify products with UC-recognized certifications, as defined by the UC Sustainable Procurement Guidelines, in both hosted and punch-out catalog e-procurement environments.

ARTICLE 23 – PATIENT PROTECTION AND AFFORDABLE CARE ACT (PPACA) EMPLOYER SHARED RESPONSIBILITY

If the Services involve Supplier furnishing UC with temporary or supplementary staffing, Supplier warrants that:

- A. If Supplier is an Applicable Large Employer (as defined under Treasury Regulation Section 54.4980H-1(a)(4)):
 1. Supplier offers health coverage to its full-time employees who are performing Services for UC;
 2. Supplier's cost of enrolling such employees in Supplier's health plan is factored into the fees for the Services; and
 3. The fees for the Services are higher than what the Services would cost if Supplier did not offer health coverage to such full-time employees.

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- B. If Supplier is not an Applicable Large Employer (as defined above):
1. Supplier offers group health coverage to its full-time employees who are performing Services for UC and such coverage is considered Minimum Essential Coverage (as defined under Treasury Regulation Section 1-5000A-2) and is Affordable (as defined under Treasury Regulation Section 54.4980H-5(e)); or
 2. Supplier's full-time employees who are performing services for UC have individual coverage and such coverage satisfies the PPACA requirements for mandated individual coverage.

Supplier acknowledges that UC is relying on these warranties to ensure UC's compliance with the PPACA Employer Shared Responsibility provision.

ARTICLE 24 - PREVAILING WAGES

Unless UC notifies Supplier that the Services are not subject to prevailing wage requirements, Supplier will comply, and will ensure that all sub-suppliers comply, with California prevailing wage provisions, including but not limited to those set forth in Labor Code sections 1770, 1771, 1771.1, 1772, 1773, 1773.1, 1774, 1775, 1776, 1777.5, and 1777.6. For purposes of the Agreement, the term "sub-supplier" means a person or firm, of all tiers, that has a contract with Supplier or with a sub-supplier to provide a portion of the Services. The term sub-supplier will not include suppliers, manufacturers, or distributors. Specifically, and not by way of limitation, if apprenticeship occupations are involved in providing the Services, Supplier will be responsible for ensuring that Supplier and any sub-suppliers comply with Labor Code Section 1777.5. Supplier and sub-supplier may not provide the Services unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 and 1771.1. Notwithstanding the foregoing provisions, Supplier will be solely responsible for tracking and ensuring proper payment of prevailing wages regardless if Services are partially or wholly subject to prevailing wage requirements. In every instance, Supplier will pay not less than the UC Fair Wage (defined as \$13 per hour as of 10/1/15, \$14 per hour as of 10/1/16, and \$15 per hour as of 10/1/17) for Services being performed at a UC Location (defined as any location owned or leased by UC).

The California Department of Industrial Relations (DIR) has ascertained the general prevailing per diem wage rates in the locality in which the Services are to be provided for each craft, classification, or type of worker required to provide the Services. A copy of the general prevailing per diem wage rates will be on file at each UC Location's procurement office, and will be made available to any interested party upon request. Supplier will post at any job site:

- A. Notice of the general prevailing per diem wage rates, and
- B. Any other notices required by DIR rule or regulation.

By this reference, such notices are made part of the Agreement. Supplier will pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by Supplier in providing the Services. Supplier will cause all subcontracts to include the provision that all sub-suppliers will pay not less than the prevailing rates to all workers employed by such sub-suppliers in providing the Services. The Services are subject to compliance monitoring and enforcement by the DIR. Supplier will forfeit, as a penalty, not more than \$200 for each calendar day or portion thereof for each worker that is paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any portion of the Services provided by Supplier or any sub-supplier. The amount of this penalty will be determined pursuant to applicable law. Such forfeiture amounts may be deducted from the amounts due under the Agreement. If there are insufficient funds remaining in the amounts due under the Agreement, Supplier will be liable for any outstanding amount remaining due. Supplier will also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Services, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker. Review of any civil wage and penalty assessment will be made pursuant to California Labor Code section 1742.

ARTICLE 25 - FAIR WAGE/FAIR WORK

If the Agreement is for Services that will be performed at one or more UC Locations, does not solely involve furnishing Goods, and are not subject to extramural awards containing sponsor-mandated terms and conditions, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in Articles 11, 12 and 14 herein, and that Supplier pays its employees performing the Services no less than the UC Fair Wage. Supplier agrees UC may conduct such UC Fair Wage/Fair Work interim compliance audits as UC reasonably requests, as determined in UC's sole discretion. Supplier agrees to post UC

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Fair Wage/Fair Work notices, in the form supplied by UC, in public areas (such as break rooms and lunch rooms) frequented by Supplier employees who perform Services.

For Services rendered (actual spend) not subject to prevailing wage requirements in excess of \$100,000 in a year (under the Agreement or any combination of agreements for the same service), Supplier will (i) at Supplier's expense, provide an annual independent verification (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>) performed by a licensed public accounting firm (independent accountant) or the Supplier's independent internal audit department (<http://na.theia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) in compliance with UC's required verification standards and procedures (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>), concerning Supplier's compliance with this provision, and (ii) ensure that in the case of a UC interim audit, its independent accountant/independent internal auditor makes available to UC its UC Fair Wage/Fair Work work papers for the most recent verification period. Supplier agrees to provide UC with a UC Fair Wage/Fair Work verification annually, in a form acceptable to UC, no later than ninety days after the end of the 12-month period in which \$100,000 in spend is reached.

The Fair Wage Fair Work annual independent verification requirement does not extend to contracts for professional services or consulting for which pre-certification has been provided to UC (<https://www.ucop.edu/procurement-services/for-suppliers/fwfw-resources-suppliers.html>). Please see the UC Procurement/Supply Chain Management Policy BUS-43 (<https://www.ucop.edu/procurement-services/policies-forms/business-and-finance/index.html>) for the definition of professional services and consulting.

ARTICLE 26 – MEDICAL DEVICES

This Article applies when the Goods and/or Services involve UC purchasing or leasing one or more medical devices from Supplier, or when Supplier uses one or more medical devices in providing Goods and/or Services to UC.

Medical Device as used herein will have the meaning provided by the U.S. Food and Drug Administration ("FDA") and means an instrument, apparatus, implement, machine, contrivance, implant, in vitro reagent, or other similar or related article, including a component part, or accessory which is: (i) recognized in the official National Formulary, or the United States Pharmacopoeia, or any supplement to them; (ii) intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, in humans or other animals, or (iii) intended to affect the structure or any function of the body of humans or other animals, and which does not achieve any of its primary intended purposes through chemical action within or on the body of humans or other animals and which is not dependent upon being metabolized for the achievement of any of its primary intended purposes.

Supplier warrants that prior to UC's purchase or lease of any Medical Device or Supplier's use of any Medical Device in providing Goods and/or Services hereunder, Supplier will: (i) perform security testing and validation for each such Goods and/or Services or Medical Device, as applicable; (ii) perform security scans to detect malware on any software embedded within any Goods and/or Services or Medical Device, as applicable, in order to verify that the software does not contain any known malware; (iii) conduct a vulnerability scan encompassing all ports and fuzz testing; and (iv) provide UC with reports for (i) – (iii). Supplier warrants that any Good or Medical Device is compliant with FDA's most current guidance or regulation for the quality system related to the cybersecurity and the Management of Cybersecurity in Medical Devices, and that Supplier will maintain compliance with any updates to such guidance or regulations.

Throughout Supplier's performance of this Agreement, Supplier will provide UC with reasonably up-to-date patches, firmware and security updates for any Medical Device provided to UC, and any other Medical Device used in the course of providing Services, as applicable. All such patches and other security updates will be made available to UC within thirty (30) days of its commercial release or as otherwise recommended by Supplier or Supplier's sub-supplier, whichever is earlier.

Supplier warrants that all software and installation media not specifically required for any Medical Device used by Supplier or Goods and/or Services delivered to UC under this Agreement as well as files, scripts, messaging services and data will be removed from all such Goods and/or Services or Medical Device following installation, and that all hardware ports and drivers not required for use or operation of such Goods and/or Services or Medical Device will be disabled at time of installation. In addition, Medical Devices must be configured so that only Supplier-approved applications will run on such Medical Devices.

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Supplier agrees that UC may take any and all actions that it, in its sole discretion, deems necessary to address, mitigate and/or rectify any real or potential security threat, and that no such action, to the extent such action does not compromise device certification, will impact, limit, reduce or negate Supplier's warranties or any of Supplier's other obligations hereunder.

Supplier warrants that any Medical Device provided to UC, and any other Medical Device used in the course of providing such Goods and/or Services, meet and comply with all cyber-security guidance and similar standards promulgated by the FDA and any other applicable regulatory body.

If the Goods and/or Services entail provision or use of a Medical Device, Supplier will provide UC with a completed Manufacturer Disclosure Statement for Medical Device Security (MDS2) form for each such Medical Device before UC is obligated to purchase or lease such Medical Device or prior to Supplier's use of such device in its performance of Services. If Supplier provides an MDS2 form to UC concurrently with its provision of Goods and/or Services, UC will have a reasonable period of time to review such MDS2 form, and if the MDS2 form is unacceptable to UC, then UC in its sole discretion may return the Goods or terminate the Agreement with no further obligation to Supplier.

ARTICLE 27 – FORCE MAJEURE

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather).

ARTICLE 28 – ASSIGNMENT AND SUBCONTRACTING

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be subject to all of the terms of the Agreement.

ARTICLE 29 – NO THIRD-PARTY RIGHTS

Nothing in the Agreement, express or implied, is intended to make any person or entity that is not a signer to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

ARTICLE 30 – OTHER APPLICABLE LAWS

Any provision required to be included in a contract of this type by any applicable and valid federal, state or local law, ordinance, rule or regulations will be deemed to be incorporated herein.

ARTICLE 31 – NOTICES

A Party must send any notice required to be given under the Agreement by overnight delivery or by certified mail with return receipt requested, to the other Party's representative at the address specified by such Party.

ARTICLE 32 – SEVERABILITY

If a provision of the Agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity or enforceability of any other provision of the Agreement or of any portion of the invalidated provision that remains legal, valid, or enforceable.

ARTICLE 33 – WAIVER

Waiver or non-enforcement by either Party of a provision of the Agreement will not constitute a waiver or non-enforcement of any other provision or of any subsequent breach of the same or similar provision.

ARTICLE 34 – AMENDMENTS

The Parties may make changes in the Goods and/or Services or otherwise amend the Agreement, but only by a writing signed by both Parties' authorized representatives. In the event there is a Material Change to the Agreement, the parties agree to meet and confer in good faith in order to modify the terms of the Agreement. A Material Change as used herein refers to:

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- A. A change to the scope of Goods and/or Services to be provided by Supplier, as agreed to by UC;
- B. A change in the Institutional Information Supplier is required to create, receive, maintain or transmit in performance of the Agreement, such that the Protection Level Classification of such Institutional Information changes;
- C. Changes in the status of the parties;
- D. Changes in flow down terms from external parties; and
- E. Changes in law or regulation applicable to this Agreement.

Each party shall notify the other party upon the occurrence of a Material Change.

ARTICLE 35 – GOVERNING LAW AND VENUE

California law will control the Agreement and any document to which it is appended. The exclusive jurisdiction and venue for any and all actions arising out of or brought under the Agreement is in a state court of competent jurisdiction, situated in the county in the State of California in which the UC Location is located or, where the procurement covers more than one UC Location, the exclusive venue is Alameda County, California.

ARTICLE 36 – ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

Supplier will make itself and its employees, subcontractors, or agents assisting Supplier in the performance of its obligations reasonably available to UC at no cost to UC to testify as witnesses, or otherwise, in the event of investigations, or proceedings against UC, its directors, officers, agents, or employees relating to the Goods or Services.

ARTICLE 37 – SUPPLIER TERMS

Any additional terms that Supplier includes in an order form or similar document will be of no force and effect, unless UC expressly agrees in writing to such terms.

ARTICLE 38 – SURVIVAL CLAUSE

Upon expiration or termination of the Agreement, the following provisions will survive: WARRANTIES; INTELLECTUAL PROPERTY, COPYRIGHT, PATENTS, AND DATA RIGHTS; INDEMNITY AND LIABILITY; USE OF UC NAMES AND TRADEMARKS; LIABILITY FOR UC-FURNISHED PROPERTY; COOPERATION; TERMS APPLICABLE TO THE FURNISHING OF GOODS; AUDIT REQUIREMENTS; PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF INSTITUTIONAL INFORMATION; GOVERNING LAW AND VENUE, and, to the extent incorporated into the Agreement, the terms of the APPENDIX–DATA SECURITY, APPENDIX–BAA, and/or APPENDIX–GDPR.

ARTICLE 39 – CONTRACTING FOR COVERED SERVICES

Covered Services, for the purpose of this Agreement, are defined as work customarily performed by bargaining unit employees at the University in the categories of services described in Regents Policy 5402, and American Federation of State, County, and Municipal Employees (AFSCME) Collective Bargaining Agreement Article 5. Covered Services include, but are not necessarily limited to, the following services: cleaning, custodial, janitorial, or housekeeping services; food services; laundry services; grounds keeping; building maintenance (excluding skilled crafts); transportation and parking services; and security services.

Unless UC notifies Supplier that the Services are not Covered Services, Supplier warrants that it is in compliance with applicable federal, state and local working conditions requirements, including but not limited to those set forth in in other Articles of the Agreement. In accordance with Regents Policy 5402 and AFSCME Collective Bargaining Agreement Article 5, Supplier also warrants that it pays its employees performing the Covered Services at UC locations the equivalent value of the wages and benefits – as determined in the Wage and Benefit Parity Appendix – received by UC employees providing similar services at the same, or nearest UC location.

Supplier agrees UC may conduct such compliance audits as UC reasonably requests, and determined at UC's sole discretion. Supplier agrees to post UC Contracting for Covered Services notices, in the template supplied by UC, in a prominent and accessible place (such as break rooms and lunch rooms) where it may be easily seen by workers who perform Covered Services. The term "Supplier" includes Supplier and its Sub-Suppliers at any tier. Supplier also agrees to:

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CALIFORNIA

Terms and Conditions of Purchase

- (a) upon UC's request, provide verification of an independent audit performed by Supplier's independent auditor or independent internal audit department (<http://na.theia.org/standards-guidance/topics/Pages/Independence-and-Objectivity.aspx>) and at Supplier's expense; and
- (b) ensure that, in the case of a UC interim audit, Supplier's auditor makes available to UC its Contracting for Covered Services work papers for the most recently audited time period. Supplier agrees to provide UC requested verification, in a form acceptable to UC, no later than ninety days after receiving UC's request.

James Schneider
Executive VP.
Behis Van Looy

Customer Survey Feedback

Measurement	Question	Responsible Agent	Rating Scale
NPS – System-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	All participating agents, on all orders, EXCEPT for: A.) Self or designated hauled shipments and agent is the Booking Agent or B.) A self-haul and agent's group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
NPS – Self-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	Booking Agents (BA) on self or designated hauled shipments and self-haul shipments when BA group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
Salesperson	How would you rate the overall quality of our salesperson?	Booking Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Packing	How would you rate the overall quality of our packing services?	Agent receiving the most payment for packing on moves delivered within the reporting period (In most moves, this will be the Origin Agent.)	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Loading	Thinking about those who loaded your belongings onto the truck, how would you rate the overall quality of our loading services?	If CPU, DCL or SIT at origin – Origin Agent All other moves – Segment 1 Hauling Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Driver	How would you rate the overall quality of the driver who handled your move (at origin/at destination)?	Segment 1 Hauling Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Delivery	Thinking about those who unloaded your belongings onto the truck, how would you rate the overall quality of our loading services?	Segment 1 Hauling Agent If SIT at Destination – Destination Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Communication	How would you rate the overall quality of our communications?	QAP Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below

C. Quality Data

Agents' performance on claims, estimating accuracy and safety is tracked for the 12 months ending December 31 of each year and given a rating using a scale of *Excellent*, *Very Good*, *Good*, *Fair* and *Poor*. If an agent does not have any measurable data for any category, a *Not Rated* status is given and rating is received.

Methods for measuring current data and the scale for awarding points in each category are shown below.

Metric	Calculation	Rating Scale
Packing Claim Frequency	Determined by dividing the number of the agent's chargeable packing claims during the reporting period by the total number of shipments the agent received packing revenue on in that same time period.	Excellent = 0–1% Very Good = 2–5% Good = 6–10% Fair = 11–14% Poor = 15% +
Packing Claim Dollar Average	Determined by dividing the agent's dollar responsibility for packing claims during the reporting period by the total hundred weight of shipments the agent received packing revenue on in that same time period.	Excellent = \$0.00–\$0.01 Very Good = \$0.02–\$0.15 Good = \$0.16–\$0.39 Fair = \$0.40–\$0.90 Poor = \$0.91 or more
Hauling Claim Frequency	Determined by dividing the number of the agent's chargeable hauling claims during the reporting period by the total number of shipments hauled by the agent in that same time period.	Excellent = 0–1% Very Good = 2–6% Good = 7–11% Fair = 12–16% Poor = 17% +
Hauling Claim Dollar Average	Determined by dividing the agent's dollar responsibility for hauling claims during the reporting period by the total hundred weight of shipments hauled by the agent in that same time period.	Excellent = \$0.00–\$0.01 Very Good = \$0.02–\$0.60 Good = \$0.61–\$1.30 Fair = \$1.31–\$2.00 Poor = \$2.01 +
Warehouse Cargo Claim Frequency	Determined by dividing the total number of warehouse claims charged against the agent during the reporting period by the total number of CPU, DCL and SIT shipments handled by the agent in that same time period. (DCL moves where the OA did not receive revenue for the DCL or where load point is Residence, Mini Storage or Other are not counted as warehouse moves).	Excellent = 0–1% Very Good = 2–11% Good = 12–25% Fair = 26–33% Poor = 34% +
Warehouse Claim Dollar Average	Determined by dividing the agent's dollar responsibility for warehouse claims during the reporting period by the total cwt. of shipments CPU, DCL and SIT during that same time period. (DCL moves where the OA did not receive revenue for the DCL or where load point is Residence, Mini Storage or Other are not counted as warehouse moves).	Excellent = \$0.00–\$0.01 Very Good = \$0.02–\$0.60 Good = \$0.61–\$2.00 Fair = \$2.01–\$2.99 Poor = \$3.00 +

Metric	Calculation	Rating Scale
Safety Points Per 1,000 Miles	Determined by adding every recorded mile logged for all the agent's qualified drivers, dividing this total by 1,000, and then dividing this total into the total number of safety violation points charged upon the agent's drivers.	Excellent = 0.00–2.00 Very Good = 2.01–4.00 Good = 4.01–6.00 Fair = 6.01–19.00 Poor = 19.01 or more
Estimating Accuracy	Determined by calculating the average percentage of accuracy for each shipment estimated by the agent, using the estimated weight versus the actual weight of the shipment.	Excellent = 90–100% Very Good = 86–89% Good = 83–85% Fair = 80–82% Poor = 0–79%

Note about Estimating Accuracy:

1. The following types of shipments are excluded from the estimating accuracy calculation:
 - a. Shipments that are not designated as household goods (i.e., logistics, trade show, display, electronics, etc.).
 - b. Estimating accuracy is only be calculated for shipments that are more than 2,100 lbs.
 - c. Shipments that were billed with exclusive use.
 - d. Expedited service.
 - e. Shipments that were billed with space reservation.
2. The estimated weight is the weight entered at the time the order is planned.
3. On Firm Binding estimates, the estimated weight and the actual weight should be the same.

Measurement	Question	Responsible Agent	Rating Scale
NPS – System-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	All participating agents, on all orders, EXCEPT for: A.) Self or designated hauled shipments and agent is the Booking Agent or B.) A self-haul and agent's group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
NPS – Self-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	Booking Agents (BA) on self or designated hauled shipments and self-haul shipments when BA group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
Salesperson	How would you rate the overall quality of our salesperson?	Booking Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Packing	How would you rate the overall quality of our packing services?	Agent receiving the most payment for packing on moves delivered within the reporting period (In most moves, this will be the Origin Agent.)	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Loading	Thinking about those who loaded your belongings onto the truck, how would you rate the overall quality of our loading services?	If CPU, DCL or SIT at origin – Origin Agent All other moves – Segment 1 Hauling Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Driver	How would you rate the overall quality of the driver who handled your move (at origin/at destination)?	Segment 1 Hauling Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Delivery	Thinking about those who unloaded your belongings onto the truck, how would you rate the overall quality of our loading services?	Segment 1 Hauling Agent If SIT at Destination – Destination Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Communication	How would you rate the overall quality of our communications?	QAP Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below

Thank you for choosing Bekins Van Lines for your recent move. We appreciate your business and the confidence you have placed in us. Please take a moment to complete our survey. It should take approximately 10 minutes to complete. Your responses will help us improve our performance.

Mark Kirschner
Mark Kirschner, CEO

Note: If you would prefer to complete this survey electronically, please email bekinssurvey@wvlcorp.com, and a link to our survey will be sent to you.

Overall Perceptions of Bekins Van Lines

1. On a scale of 0 to 10, how likely are you to recommend Bekins to others?
Most likely ← 10 9 8 7 6 5 4 3 2 1 0 → Least likely

2. Thinking about your recent moving experience, how would you rate the overall quality of the services provided by Bekins?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

3. How likely are you to choose Bekins again for your next move?
☐ Extremely likely ☐ Very likely ☐ Somewhat likely ☐ Not very likely ☐ Not at all likely ☐ Don't know

4. Why did you select Bekins? (Check all that apply.)
☐ Recommendation ☐ Price ☐ Service offered ☐ Salesperson ☐ Availability of dates ☐ Used Bekins before
☐ Bekins reputation ☐ Reputation of local moving representative ☐ Employer choice ☐ Quality of Bekins driver

5. Please rate your level of agreement with the following statements:

Bekins is easy to work with.	<input type="checkbox"/> Strongly agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Neutral	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly disagree	<input type="checkbox"/> Don't know
Bekins is an expert in moving.	<input type="checkbox"/> Strongly agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Neutral	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly disagree	<input type="checkbox"/> Don't know
Bekins has an excellent reputation.	<input type="checkbox"/> Strongly agree	<input type="checkbox"/> Agree	<input type="checkbox"/> Neutral	<input type="checkbox"/> Disagree	<input type="checkbox"/> Strongly disagree	<input type="checkbox"/> Don't know

6. How do you perceive the overall price of the services provided by Bekins?
☐ Very low ☐ Low ☐ Moderate ☐ High ☐ Very high

7. Considering the overall quality in relation to the price, how would you rate the services provided by Bekins?
☐ Excellent ☐ Very good ☐ Good ☐ Marginal ☐ Poor ☐ Don't know

8. Did you get estimates from other companies when planning your move?
☐ Yes ☐ No **If yes, please answer the next two questions.**

9. From which other companies did you obtain an estimate? (Check all that apply.)
☐ Allied ☐ Arpin ☐ Atlas ☐ Graebel ☐ Moving.com ☐ American Moving ☐ PODS
☐ Stevens ☐ Two Men and a Truck ☐ U-Haul ☐ Other

10. How did Bekins compare on price?
☐ Much lower ☐ Lower ☐ About the same ☐ Higher ☐ Much higher ☐ Don't know

Salesperson

11. How would you rate the overall quality of the salesperson's service?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

12. How would you rate our salesperson on the following:

	Excellent	Very good	Good	Fair	Poor	Don't know
Setting proper expectations during the moving process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Providing an accurate estimate of moving costs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Providing professional courteous service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Being responsive	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Understanding needs of your move	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Answering questions about your move	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Packing Services

13. How would you rate the quality of our packing services?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

14. How would you rate the quality of our packing services?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

15. How would you rate our packing services on the following:

	Excellent	Very good	Good	Fair	Poor	Don't know
Arriving and setting up packing as scheduled	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accurately labeling your packed items	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Professional appearance and conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Care of your belongings when packing items into boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accurately labeling packed boxes with contents and room location	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Loading Services

16. Thinking about those who loaded your belongings onto the truck, how would you rate the overall quality of our loading services?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

17. How would you rate our loading services on the following:

	Excellent	Very good	Good	Fair	Poor	Don't know
Picking up your belongings within the agreed period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Having a professional appearance and conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing an efficient loading process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taking care of your home and belongings when loading items onto truck	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stretch wrapping upholstered furniture to protect it during transit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Drivers

18. Did you have the same driver at origin and destination ☐ Yes ☐ No ☐ Don't know

19. How would you rate the overall quality of the driver who handled your move?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

20. How would you rate your driver on:

	Excellent	Very good	Good	Fair	Poor	Don't know
Demonstrating a positive, professional attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicating with you about the status of your move	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing the crew members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Note: If your driver was different at destination, please answer questions 21 and 22. If not, skip to question 23.

21. How would you rate the overall quality of the driver who handled your move at destination?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

22. How would you rate your driver at destination on:

	Excellent	Very good	Good	Fair	Poor	Don't know
Demonstrating a positive, professional attitude	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communicating with you about the status of your move	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing the crew members	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Delivery Services

23. Thinking about those who unloaded your belongings from the truck, how would you rate the overall quality of our de
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

24. How would you rate our delivery services on:

	Excellent	Very good	Good	Fair	Poor	Don't know
Delivering your belongings within the agreed period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Having a professional appearance and conduct	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Managing an efficient delivery process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Taking care of your home and belongings when unloading at destination	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
The professionalism and service of your destination agent	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

25. How much notice did you receive regarding your delivery date?
☐ At least two days, or as agreed upon with the driver ☐ One day ☐ Same day ☐ No notice

26. Did you have any damage to your belongings upon delivery?
☐ Yes ☐ No If yes, please continue, if no, please skip to

27. Have you or will you file a claim with Bekins?
☐ Yes ☐ No

Communications

28. How would you rate the overall quality of our communications?
☐ Excellent ☐ Very good ☐ Good ☐ Fair ☐ Poor ☐ Don't know

29. How would you rate us on:

	Excellent	Very good	Good	Fair	Poor	Don't know
Educating you about the moving process	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Providing professional and courteous service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Answering your questions about your move	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Proactive in providing regular updates on the status of your move	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Being responsive to your needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

30. On a scale of 0 to 10, how likely are you to recommend Bekins to others?
0 1 2 3 4 5 6 7 8 9 10
Least likely N/A

Demographic Questions

31. What was the primary reason for your move?
☐ Retirement location ☐ Health/personal reasons ☐ Other

32. How did you hear about Bekins?
☐ Recommendation from a friend or family member ☐ Local moving representative ☐ Angie's List ☐ Internet search ☐ Yellow pages ☐ Real estate agent ☐ Local business directory ☐ Employer ☐ Military ☐ AAA, ASMM, etc.) ☐ Direct mail ☐ Saw a truck ☐ Other

33. What is your age group?
☐ 18 to 24 years ☐ 25 to 34 years ☐ 35 to 49 years ☐ 50 to 64 years ☐ 65 to 74 years ☐ 75 years or older

34. Please indicate your annual household income:
☐ Less than \$25,000 ☐ \$25,000 to \$49,999 ☐ \$50,000 to \$74,999 ☐ \$75,000 to \$99,999 ☐ \$100,000 to \$149,999 ☐ \$150,000 to \$199,999 ☐ Over \$200,000 ☐ Prefer not to answer

35. Have you ever used a full service moving company for an interstate move in the past?
☐ Yes ☐ No

36. When did this interstate move take place?
☐ Less than 2 years ago ☐ 2-5 years ago ☐ 6-10 years ago ☐ 11-20 years ago ☐ More than 20 years ago ☐ Don't know

Additional Feedback

37. Please provide any additional feedback as to what went well with your move or what could be improved upon in the future:

Customer Survey Feedback

Measurement	Question	Responsible Agent	Rating Scale
NPS – System-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	All participating agents, on all orders, EXCEPT for: A.) Self or designated hauled shipments and agent is the Booking Agent or B.) A self-haul and agent's group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
NPS – Self-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	Booking Agents (BA) on self or designated hauled shipments and self-haul shipments when BA group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
Salesperson	How would you rate the overall quality of our salesperson?	Booking Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Packing	How would you rate the overall quality of our packing services?	Agent receiving the most payment for packing on moves delivered within the reporting period (In most moves, this will be the Origin Agent.)	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Loading	Thinking about those who loaded your belongings onto the truck, how would you rate the overall quality of our loading services?	If CPU, DCL or SIT at origin – Origin Agent All other moves – Segment 1 Hauling Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Driver	How would you rate the overall quality of the driver who handled your move (at origin/at destination)?	Segment 1 Hauling Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Delivery	Thinking about those who unloaded your belongings onto the truck, how would you rate the overall quality of our loading services?	Segment 1 Hauling Agent If SIT at Destination – Destination Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Communication	How would you rate the overall quality of our communications?	QAP Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below

C. Quality Data

Agents' performance on claims, estimating accuracy and safety is tracked for the 12 months ending December 31 of each year and given a rating using a scale of *Excellent*, *Very Good*, *Good*, *Fair* and *Poor*. If an agent does not have any measurable data for any category, a *Not Rated* status is given and rating is received.

Methods for measuring current data and the scale for awarding points in each category are shown below.

Metric	Calculation	Rating Scale
Packing Claim Frequency	Determined by dividing the number of the agent's chargeable packing claims during the reporting period by the total number of shipments the agent received packing revenue on in that same time period.	Excellent = 0–1% Very Good = 2–5% Good = 6–10% Fair = 11–14% Poor = 15% +
Packing Claim Dollar Average	Determined by dividing the agent's dollar responsibility for packing claims during the reporting period by the total hundred weight of shipments the agent received packing revenue on in that same time period.	Excellent = \$0.00–\$0.01 Very Good = \$0.02–\$0.15 Good = \$0.16–\$0.39 Fair = \$0.40–\$0.90 Poor = \$0.91 or more
Hauling Claim Frequency	Determined by dividing the number of the agent's chargeable hauling claims during the reporting period by the total number of shipments hauled by the agent in that same time period.	Excellent = 0–1% Very Good = 2–6% Good = 7–11% Fair = 12–16% Poor = 17% +
Hauling Claim Dollar Average	Determined by dividing the agent's dollar responsibility for hauling claims during the reporting period by the total hundred weight of shipments hauled by the agent in that same time period.	Excellent = \$0.00–\$0.01 Very Good = \$0.02–\$0.60 Good = \$0.61–\$1.30 Fair = \$1.31–\$2.00 Poor = \$2.01 +
Warehouse Cargo Claim Frequency	Determined by dividing the total number of warehouse claims charged against the agent during the reporting period by the total number of CPU, DCL and SIT shipments handled by the agent in that same time period. (DCL moves where the OA did not receive revenue for the DCL or where load point is Residence, Mini Storage or Other are not counted as warehouse moves).	Excellent = 0–1% Very Good = 2–11% Good = 12–25% Fair = 26–33% Poor = 34% +
Warehouse Claim Dollar Average	Determined by dividing the agent's dollar responsibility for warehouse claims during the reporting period by the total cwt. of shipments CPU, DCL and SIT during that same time period. (DCL moves where the OA did not receive revenue for the DCL or where load point is Residence, Mini Storage or Other are not counted as warehouse moves).	Excellent = \$0.00–\$0.01 Very Good = \$0.02–\$0.60 Good = \$0.61–\$2.00 Fair = \$2.01–\$2.99 Poor = \$3.00 +

Metric	Calculation	Rating Scale
Safety Points Per 1,000 Miles	Determined by adding every recorded mile logged for all the agent's qualified drivers, dividing this total by 1,000, and then dividing this total into the total number of safety violation points charged upon the agent's drivers.	Excellent = 0.00–2.00 Very Good = 2.01–4.00 Good = 4.01–6.00 Fair = 6.01–19.00 Poor = 19.01 or more
Estimating Accuracy	Determined by calculating the average percentage of accuracy for each shipment estimated by the agent, using the estimated weight versus the actual weight of the shipment.	Excellent = 90–100% Very Good = 86–89% Good = 83–85% Fair = 80–82% Poor = 0–79%

Note about Estimating Accuracy:

1. The following types of shipments are excluded from the estimating accuracy calculation:
 - a. Shipments that are not designated as household goods (i.e., logistics, trade show, display, electronics, etc.).
 - b. Estimating accuracy is only be calculated for shipments that are more than 2,100 lbs.
 - c. Shipments that were billed with exclusive use.
 - d. Expedited service.
 - e. Shipments that were billed with space reservation.
2. The estimated weight is the weight entered at the time the order is planned.
3. On Firm Binding estimates, the estimated weight and the actual weight should be the same.

Measurement	Question	Responsible Agent	Rating Scale
NPS – System-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	All participating agents, on all orders, EXCEPT for: A.) Self or designated hauled shipments and agent is the Booking Agent or B.) A self-haul and agent's group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
NPS – Self-Managed	On a scale of 0 to 10, how likely are you to recommend Wheaton Bekins Stevens to others?	Booking Agents (BA) on self or designated hauled shipments and self-haul shipments when BA group hauls the main segment	Excellent = 70 + Very Good = 50–69 Good = 30–49 Fair = 10–29 Poor = 9 or below
Salesperson	How would you rate the overall quality of our salesperson?	Booking Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Packing	How would you rate the overall quality of our packing services?	Agent receiving the most payment for packing on moves delivered within the reporting period (In most moves, this will be the Origin Agent.)	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Loading	Thinking about those who loaded your belongings onto the truck, how would you rate the overall quality of our loading services?	If CPU, DCL or SIT at origin – Origin Agent All other moves – Segment 1 Hauling Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Driver	How would you rate the overall quality of the driver who handled your move (at origin/at destination)?	Segment 1 Hauling Agent	Excellent = 95% + Very Good = 85–94% Good = 75–84% Fair = 70–74% Poor = 69% or below
Delivery	Thinking about those who unloaded your belongings onto the truck, how would you rate the overall quality of our loading services?	Segment 1 Hauling Agent If SIT at Destination – Destination Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below
Communication	How would you rate the overall quality of our communications?	QAP Agent	Excellent = 90% + Very Good = 80–89% Good = 70–79% Fair = 65–69% Poor = 64% or below

Intro Call

Agency
Pre-Pack
Call

Customer
Pre-Pack
Call

Driver
Pre-Load
Call

Customer
Pre-Load
Call

Agent
Pack Day
Call

Customer
Pack Day
Call

Driver
Load Day
Call

Customer
Load Day
Call

Post Load
Call

Driver
ETA Call

Customer
ETA Call

Driver
Delivery
Day Call

Customer
Delivery
Day Call

Please remit to: Bekins Van Lines, Inc.
P.O. Box 50800
Indianapolis, IN 46250-0800

* * * * *

phone: 317.558.0987 | toll free: 800.992.5202 | fax: 317.849.3718

8010 Castleton Road | Indianapolis, IN | 46250-0800

www.bekins.com



ADMINISTRATION AGREEMENT

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 ("**OMNIA Partners**"), and **BEKINS VAN LINES** ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as **Exhibit A** and incorporated herein by reference as though fully set forth herein, for the purchase of **HOUSEHOLD GOODS MOVING** (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as **Exhibit B**) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. 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 SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (**3%**) ("**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.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th 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.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. 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 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 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 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.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

BEKINS VAN LINES
8010 CASTLETON RD.
INDIANAPOLIS, IN 46250

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.


21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]

BEKINS VAN CINES



Signature

A.J. SCHNEIDER

Name

EXECUTIVE VICE PRESIDENT

Title

8-16-20

Date

NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

ADMINISTRATION AGREEMENT

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions

ADMINISTRATION AGREEMENT

Exhibit B, continued

of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products 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 Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

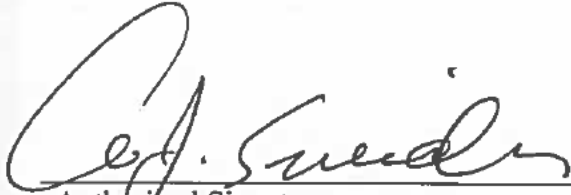
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

ADMINISTRATION AGREEMENT

Exhibit B, continued

BEKINS VAN LINDS



Authorized Signature

A.S. SCHNEIDERS

Name

EXECUTIVE VP - BEKINS

Title and Agency Name

8.6.20

Date

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR AND/OR
COMMUNITIES PROGRAM MANAGEMENT,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY D/B/A U.S. COMMUNITIES

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

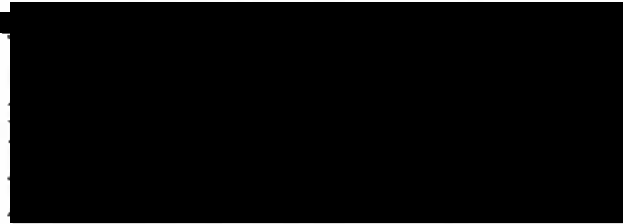
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ADMINISTRATION AGREEMENT

Exhibit D

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.



Regular, Courier or Delivered Mail for Checks

OMNIA Partners
ATTN: Controller
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.

Yes – we are willing and able to provide a national cooperative contract and we have no legal conflicts or coverage concerns. However, the national program Bekins proposes will be independent of any other national program the company might offer to other entities in the future, or, that currently exist at the time a contract with Omnia would be signed. Bekins will not match pricing other Bekins (or parent company) contracts, nor will it guarantee the “lowest price,” nor will it commit to matching other contract terms that other entities might currently have in Bekins (or parent company) contracts.



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this 6th ___ day of _____ 2020, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and Bekins Van Lines, Inc. ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Household Goods Relocation (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. 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 SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of 3 percent (3%) ("**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.

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as **Exhibit C** ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th 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.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee 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. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. 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 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 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 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.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Bekins Van Lines, Inc.
Attn: A.J. Schneider, Executive Vice President
8010 Castleton Road
Indianapolis, IN, 46250

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Bekins Van Lines, Inc.

A.J. Schneider

Signature

A.J. SCHNEIDER

Name

EXECUTIVE VICE PRESIDENT

Title

8.6.20

Date

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

ADMINISTRATION AGREEMENT

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

ADMINISTRATION AGREEMENT

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions

ADMINISTRATION AGREEMENT

Exhibit B, continued

of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products 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 Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

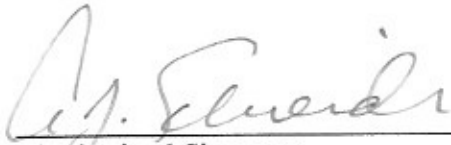
11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

ADMINISTRATION AGREEMENT

Exhibit B, continued

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY, A
DELAWARE CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR AND/OR
COMMUNITIES PROGRAM MANAGEMENT,
LLC, A CALIFORNIA LIMITED LIABILITY
COMPANY D/B/A U.S. COMMUNITIES



Authorized Signature

A.J. Schneider

Executive Vice President, Bekins Van Lines, Inc.

August 6, 2020

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

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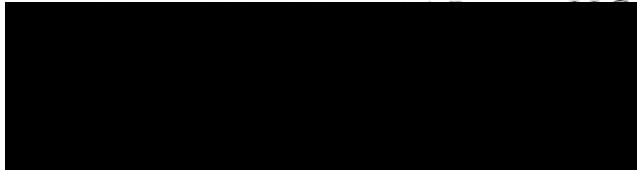
ADMINISTRATION AGREEMENT

Exhibit D

Instructions for Providing Payments

- All payments are to be made as follows. ACH payments are preferred.

ACH Instructions



Regular, Courier or Delivered Mail for Checks

OMNIA Partners
ATTN: Controller
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

- Please email any questions regarding payments to accounting@omniapartners.com.

EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

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

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.

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 HEs, 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.

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 B. J. S. 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 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 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 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 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 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 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 5401.2 (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 Yes 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 Yes 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 Yes 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 CJS. Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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 CJS. Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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 CJS. Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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 CJS. Initials of Authorized Representative of offeror

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

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 CJS. Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

Does offeror agree? YES CJS. Initials of Authorized Representative of offeror

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: Bekins Van Lines, Inc.

Address, City, State, and Zip Code:
8010 Castleton Road Indianapolis, IN 46250

Phone Number: 317 558-0746 Fax Number:

Printed Name and Title of Authorized Representative: AJ Schneider, Executive Vice President

Email Address: aj_schneider@wvicorp.com

Signature of Authorized Representative:



Date:

8.10.20

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. 5 200.326 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, 40 U.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 workweek.
- 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. 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, ¶ 1; 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, BERKINS VAN LILES, 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

A.J. SCHNEIDER, Exec. VP.
Name and Title of Contractor's Authorized Official

8-10-00
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 with 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:

Behris Van Leim

Address, City, State, and Zip Code:

8010 Cassidon Rd.

Phone Number:

317.578.0746

Fax Number:

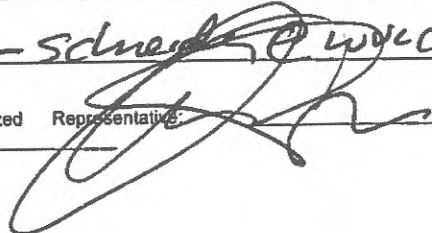
Printed Name and Title of Authorized Representative:

A.S. SCHNETZER, EXEC. VP

Email Address:

as-schne@wylcorp.com

Signature of Authorized Representative:



8.10.20

Date:

EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

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.

DOC #1

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: Bekins Van Lines

Street: 8010 Castleton Rd.

City, State, Zip Code: Indianapolis, IN 46250

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 A.S. SCHNEIDER, an authorized representative of Bekins Van Lines, 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.)

Name	Address	Interest
<u>None</u>		

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

8.6.20
Date

A.S. Schneider, Executive Vice President
Authorized Signature and Title

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: Bekins Van Lines

Street: 8010 Castleton Rd.

City, State, Zip Code: Indianapolis, IN 46240

State of INDIANA

County of MARIION

I, A.S. Schneider of
the EXECUTIVE VP INDIANAPOLIS
Name City

in the County of MARIION, State of
INDIANA

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

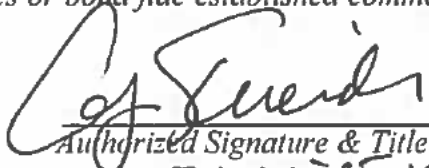
I am the EXECUTIVE VP of the firm of
BEKINS VAN LINES
Title

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

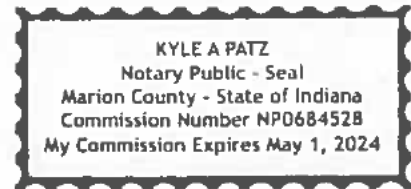
BEKINS VAN LINES
Company Name


Authorized Signature & Title
EXECUTIVE VP

Subscribed and sworn before me

this 6 day of August, 2020

Kyle Patz
Notary Public of _____
My commission expires _____, 20____



SEAL

DOC #3

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

Company Name: Bekins Van Lines
Street: 8010 Castleton Rd.
City, State, Zip Code: Indianapolis, IN 46250

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

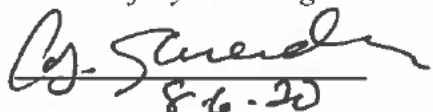
OR

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.


8-6-20
Date

Authorized Signature and Title

DOC #3, continued

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).

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). 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). 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.**

DOC #4, continued

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."

DOC #4, continued

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:	Bekins Van Lines		
Address:	8010 Castleton Rd.		
City:	Indianapolis	State:	IN Zip: 46250

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.

A.B. Schneider A.B. Schneider EXECUTIVE VP
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[illegible]

☐ 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.**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: Bekins Van Lines

☐ 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:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this 6 day of August,
2020

(Notary Public)

My Commission expires:

KYLE A PATZ
Notary Public - Seal
Marion County - State of Indiana
Commission Number NP0684528
My Commission Expires May 1, 2024

Kyle A. Patz
(Affiant)
Kyle A. Patz, Controller
(Print name & title of affiant)
(Corporate Seal)

DOC #6

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.

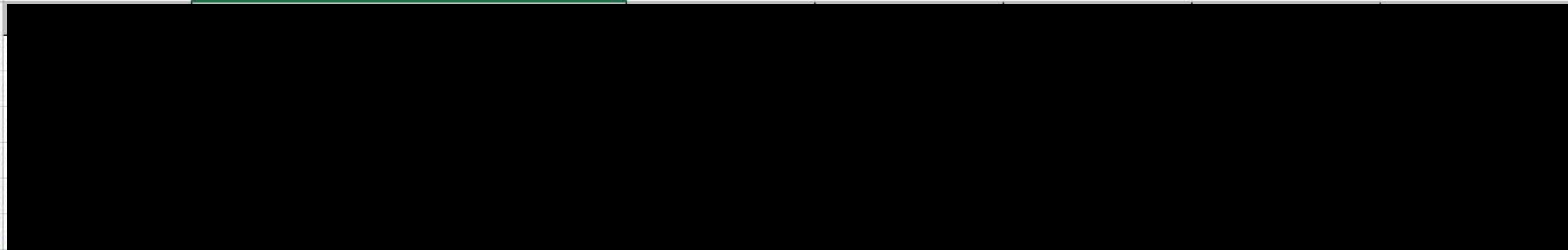
Offerors should submit the above form completed with their proposal.

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/>



Bekins Van Lines, is among the largest national van lines in the country, and has the experience, capability and understanding of what it takes to provide an optimal customer experience for UC faculty, staff, students and alumni. Bekins works with many universities across the country, including those in California, and has honed its approach specifically for academic institutions of higher education. In addition, Bekins regularly provides national programs that encompass a variety of industries and institutions – both public and private – such as the program sought by Omnia Partners.

With more than 125 years of experience under its belt, Bekins has crafted its centralized approach to move management to fit the needs of its customers. The program being proposed by Bekins for UC relies on its network of more than 400 agents across the country and fleet of more than 1,200 drivers. It's a centralized plan that allows UC and its transferees to work with a central point of coordination that has visibility of their relocations across the entire country – inbound to California, outbound from California, to any points inside or outside of the U.S.

The plan strives to relieve stress and confusion for UC administrators who will work directly with the Bekins Account Manager, or a Senior Move Manager on a daily basis. Communication is key in relocation and the entire process is designed to walk a transferee through their move – from packing and pickup to delivery. Managing all moves through Bekins' home office provides UC with a distinct advantage and provides a measure of peace-of-mind.

Senior Move Managers who are responsible for “quarterbacking” the entire move process have direct access to the Operations Department which is responsible for the planning and dispatching of drivers throughout the country. This level of visibility ensures that Move Managers can take corrective action if a move runs into challenges along the way. It also allows Move Managers to provide the most accurate and up-to-date information to their transferees.

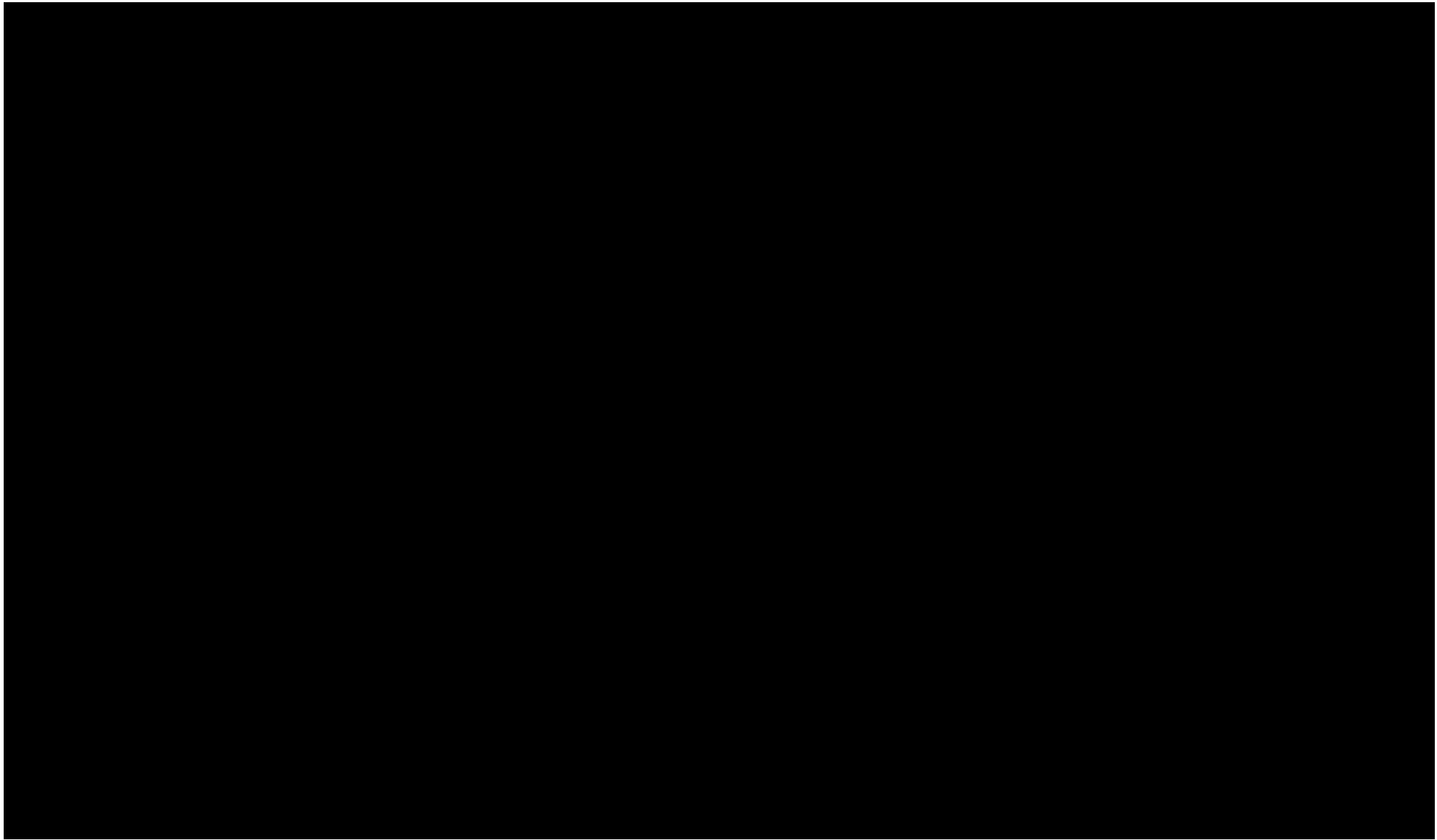
Overall, UC transferees will receive an aggressive pricing model that balances value for the University and its transferees, with the need to provide service providers (i.e. drivers, agents, crews) with the compensation they require to provide top notch service.

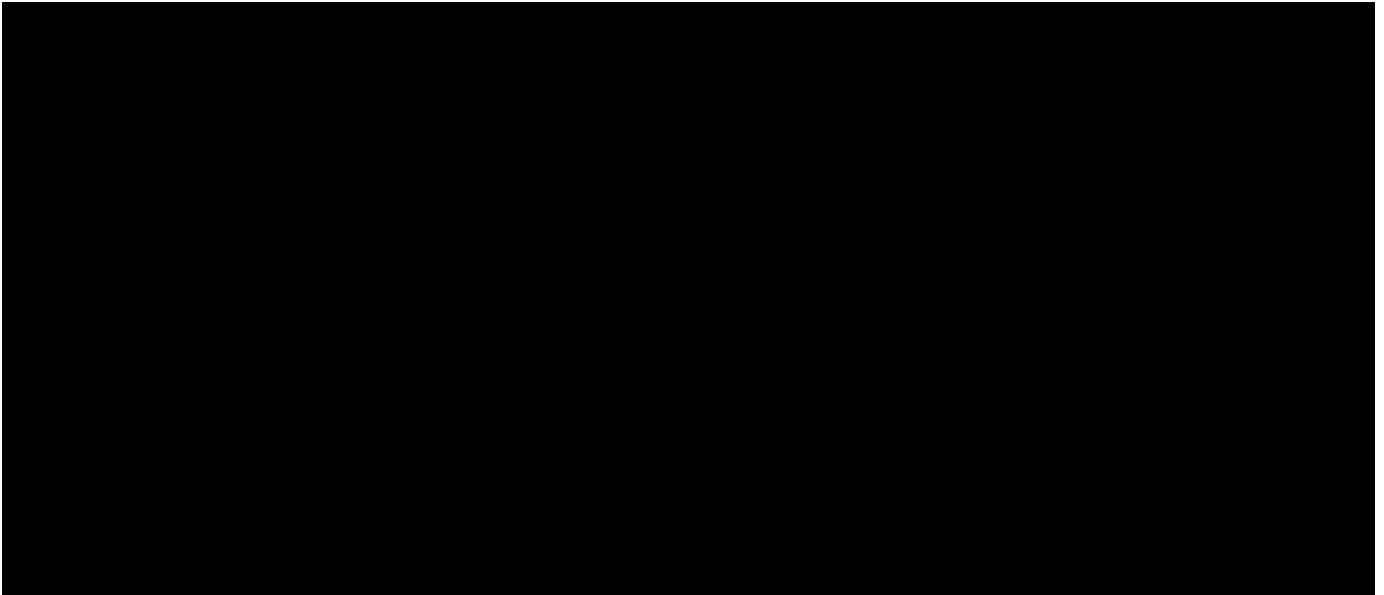
Each transferee will receive up to \$100,000 of Full Replacement Value Protection (FRVP) at no cost which should cover the vast majority of UC shipments (e.g. up to about 16,500 pounds). Bekins' pricing also ensures transferees won't be surprised by the cost of a shuttle at destination (the need for a smaller truck to deliver their household goods because a semi-tractor-trailer won't fit into a residential area or city street) – it's covered in the cost of their move.

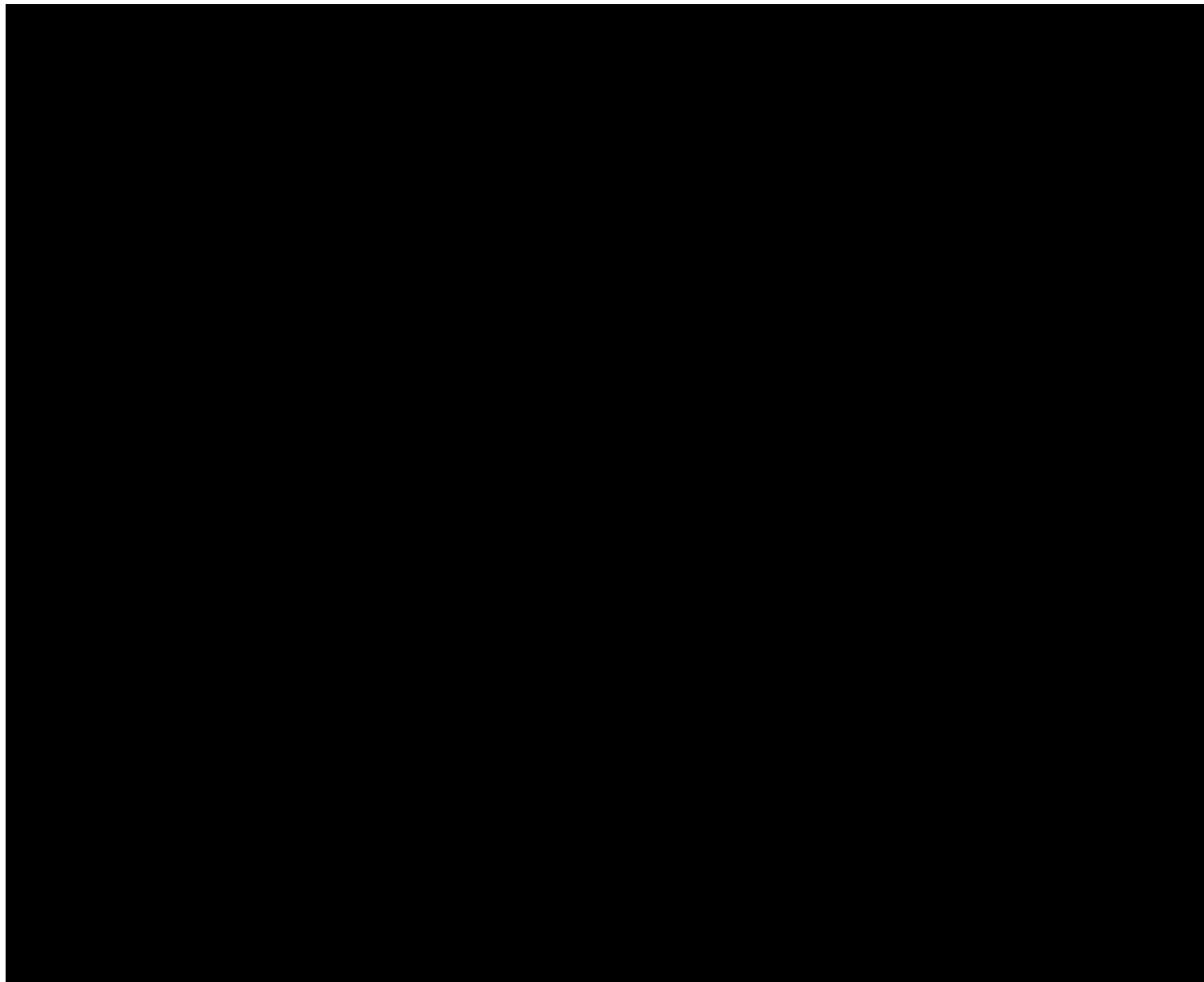
Bekins also guarantees that UC shipments will deliver on time with a \$150 per day guarantee if the transferee's household goods are delivered outside of the agreed upon delivery spread.

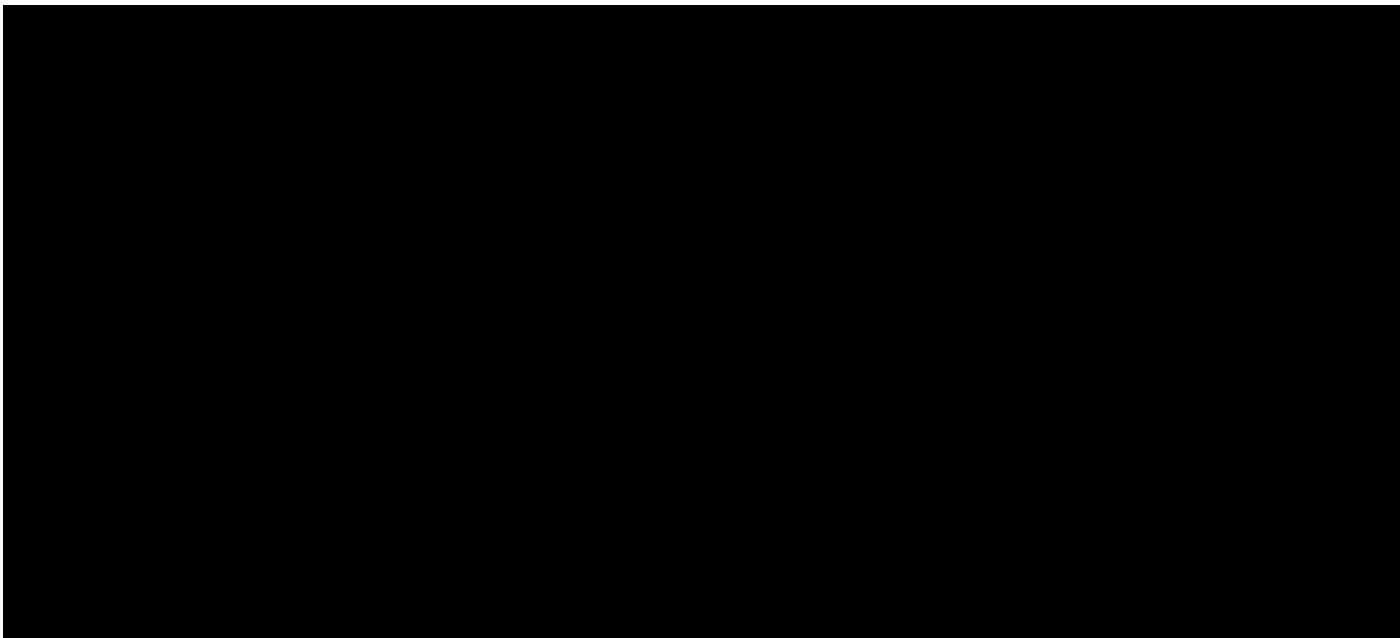
Measuring UC customers experience on an ongoing basis is of paramount importance to the Bekins program. Each customer will be sent an electronic Customer Experience Survey once their move is complete. The data and feedback (both quantitative and qualitative) provided by transferees is critical to making positive changes, course corrections and identifying program deficiencies that require change. This data will be provided to UC as often as desired by UC program administrators.

Bekins is looks forward to the opportunity to submit this proposal and to work with the University of California and Omnia Partners moving forward.





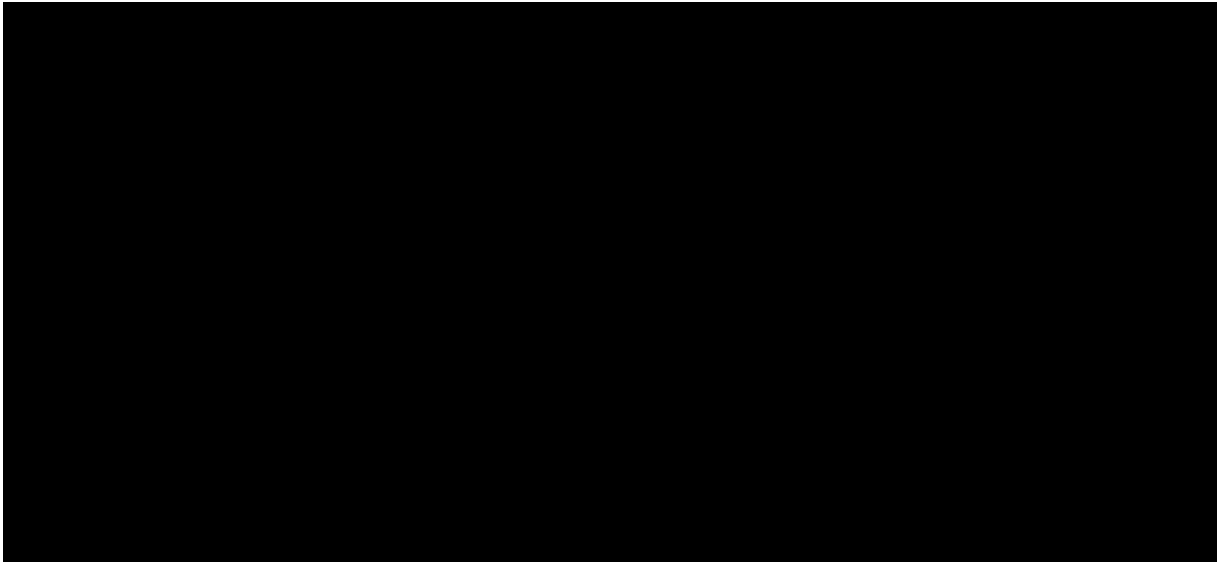


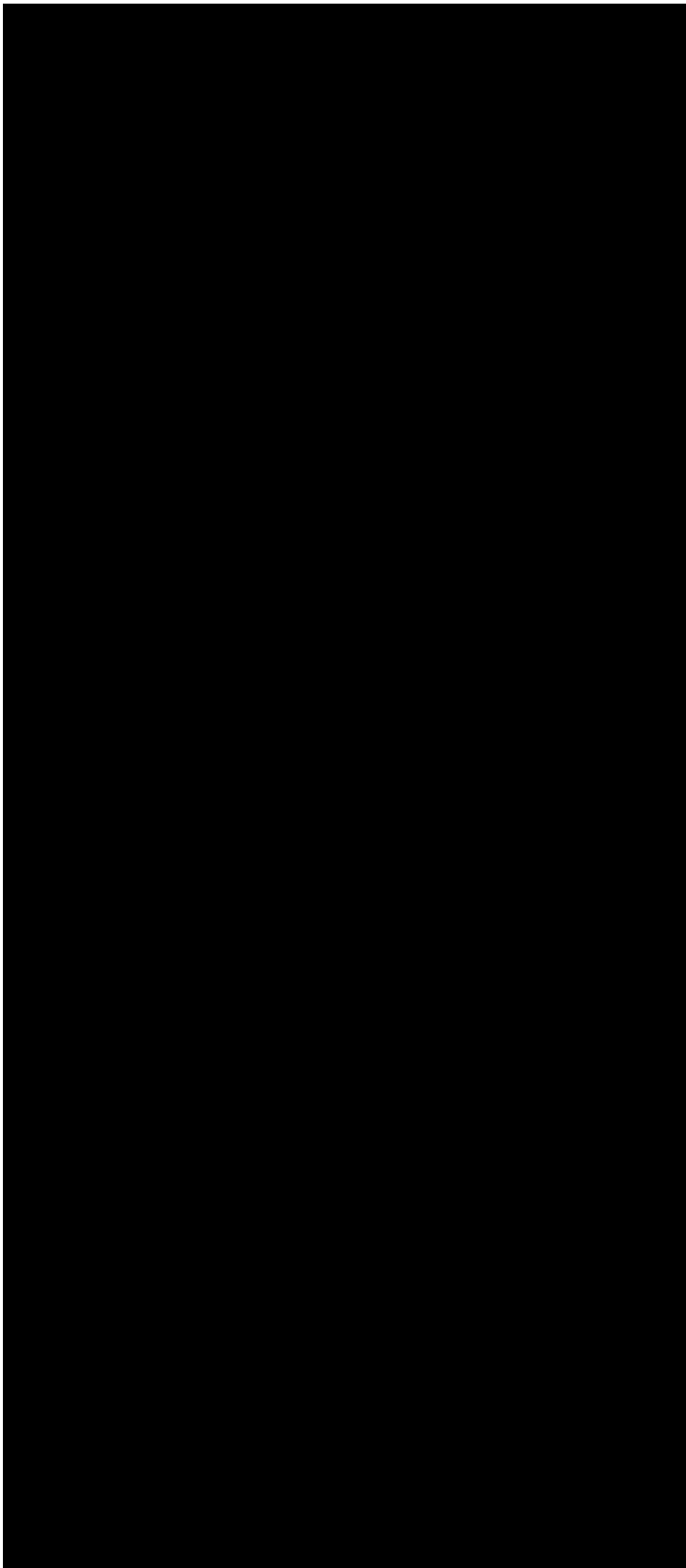


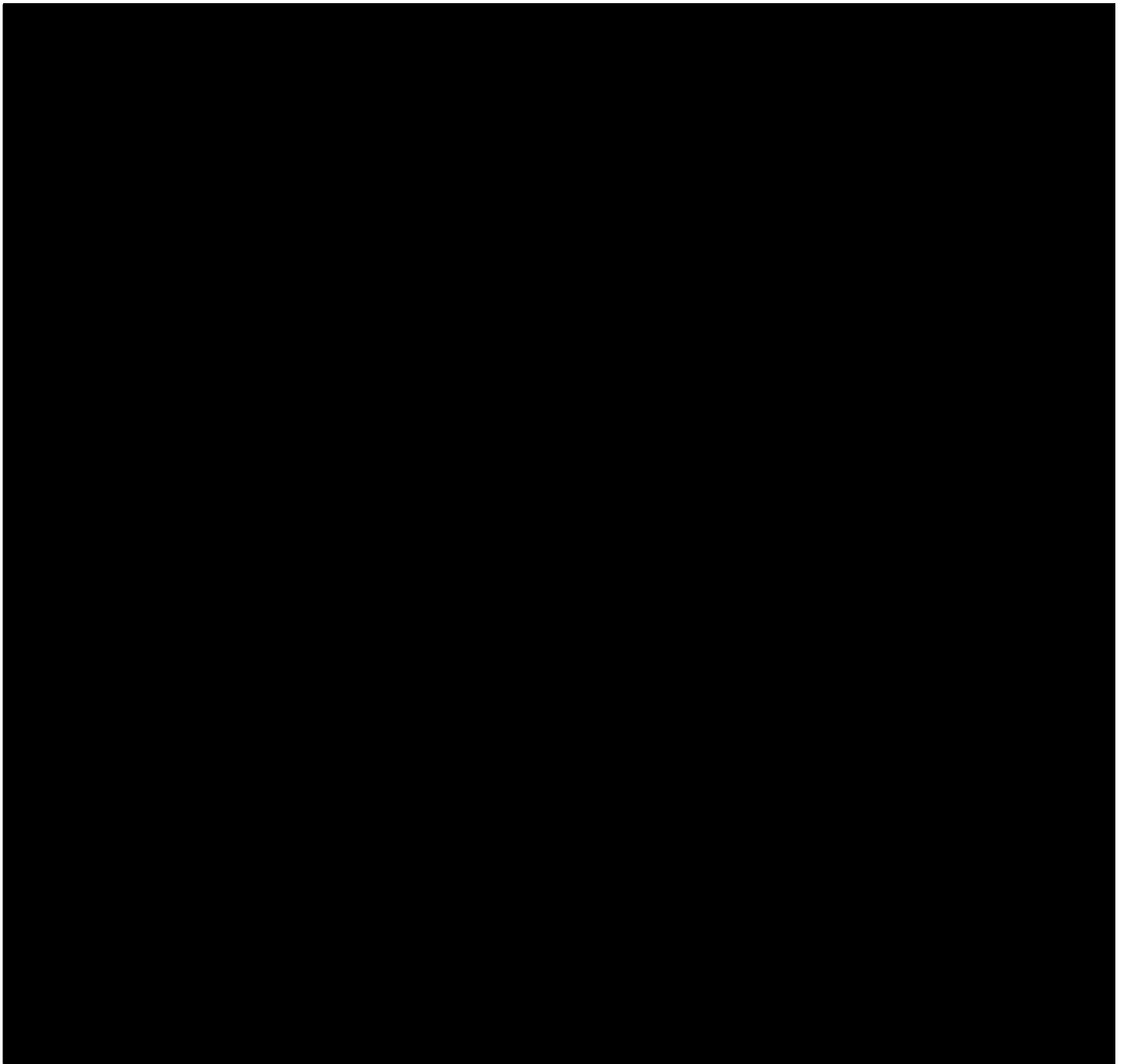


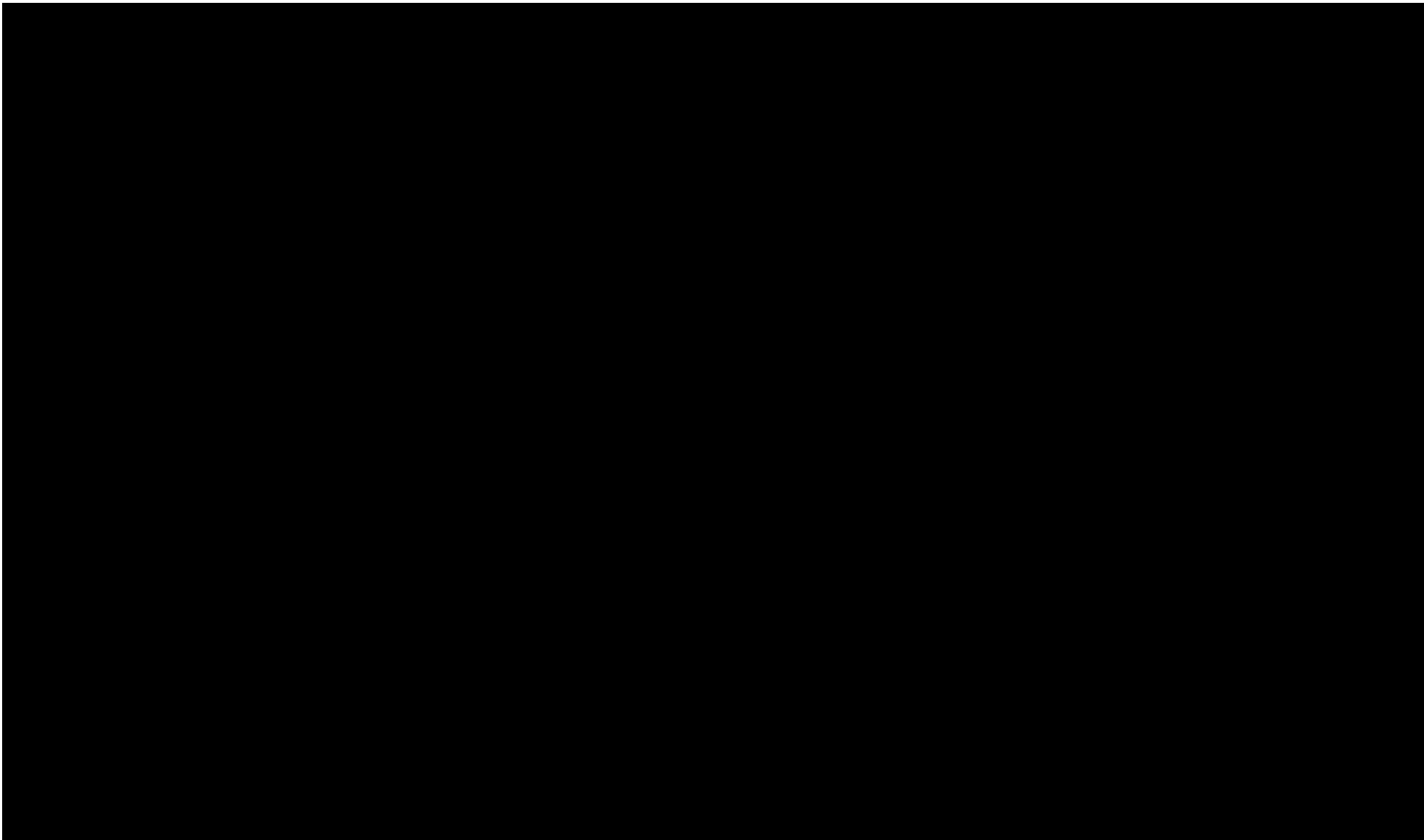


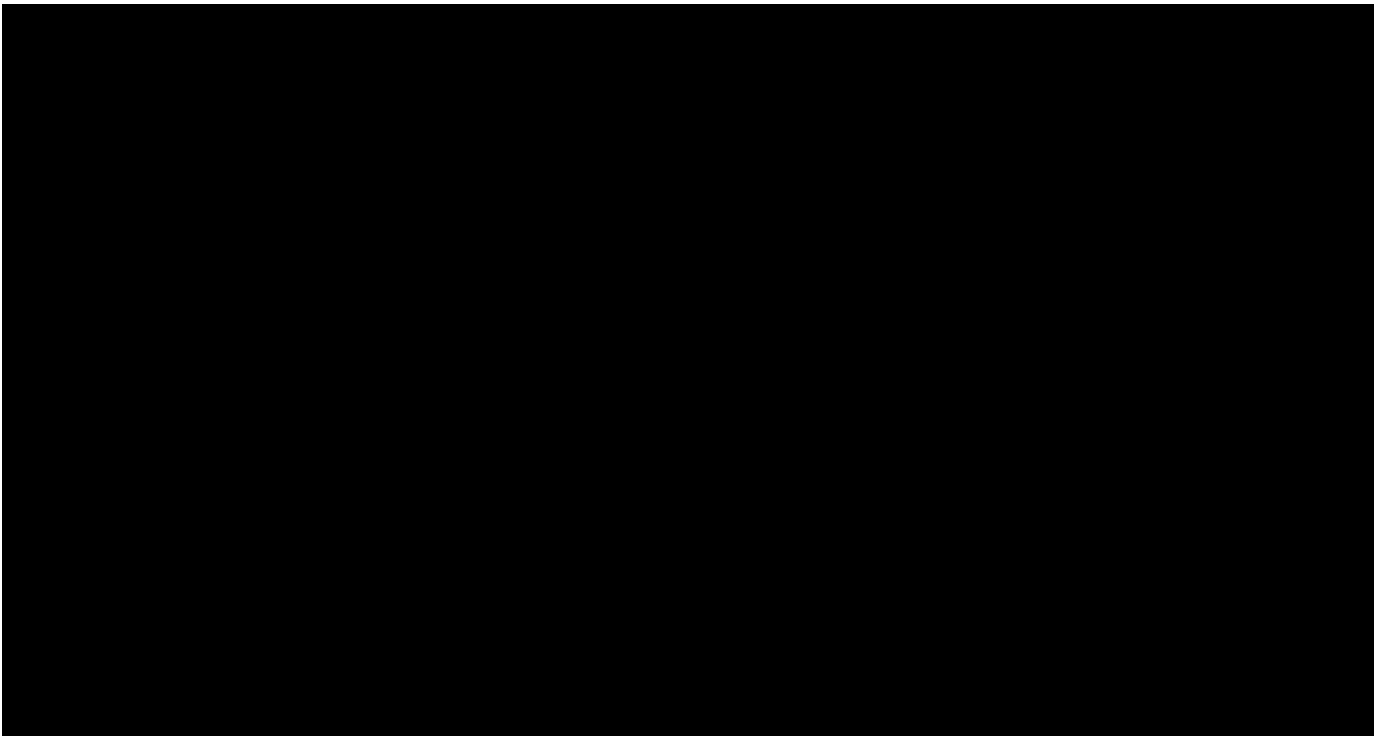












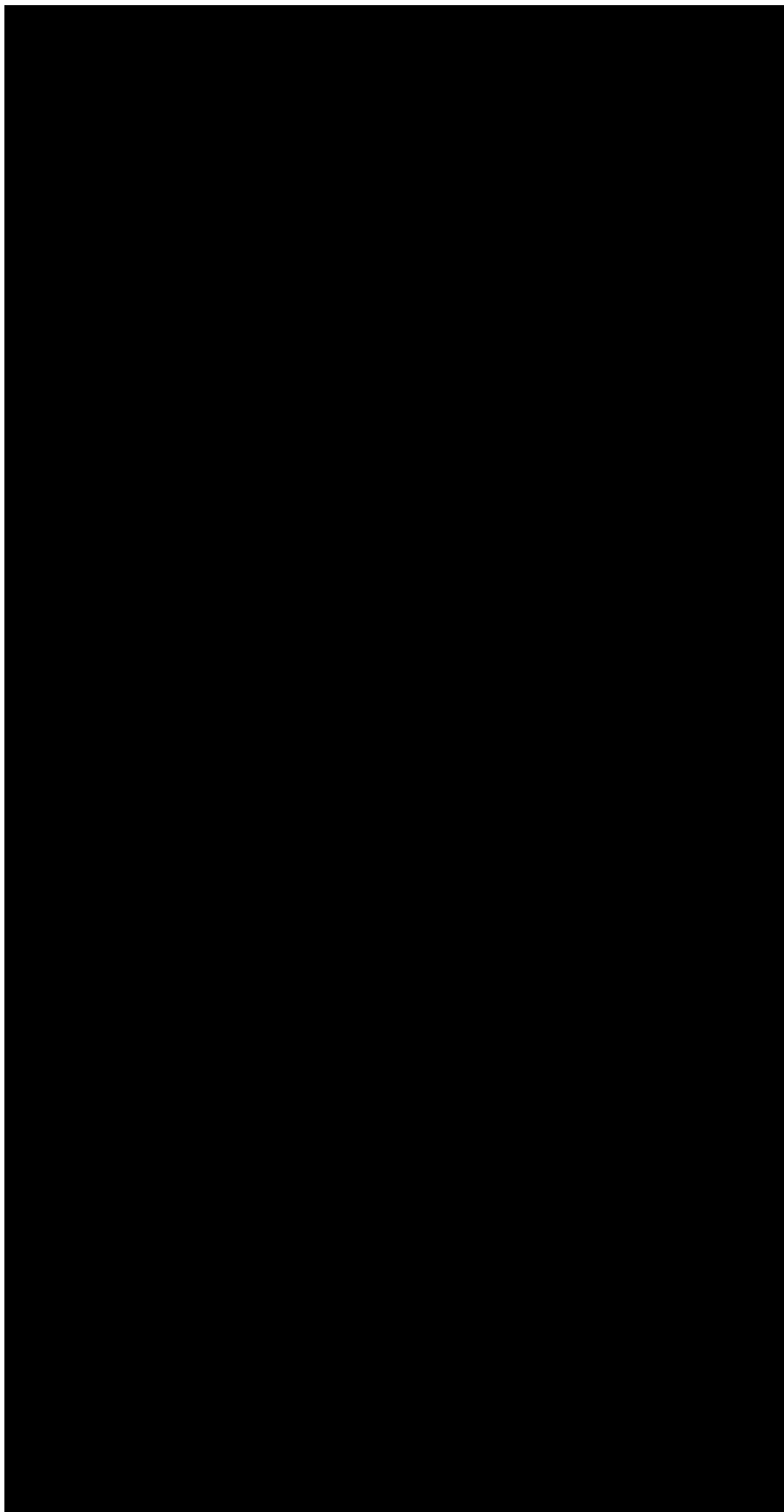












- _____

