



June 2026

**INVITATION FOR BID
IFB #S26-33384
Office Moving Services
(Greater San Diego District)
Notice to Prospective Bidders**

You are invited to review and respond to this Invitation for Bid (IFB) **#S26-33384**, Office Moving Services for the Department of Rehabilitation, **Greater San Diego District**. In submitting your bid, you must comply with these instructions.

**THIS SOLICITATION INCLUDES SMALL BUSINESS AND CALIFORNIA DISABLED VETERANS
BUSINESS ENTERPRISE (DVBE) PROGRAM INCENTIVES**

**IN ORDER TO SUBMIT A RESPONSIVE BID, BIDDERS MUST COMPLY WITH SECTION B),
BIDDER MINIMUM QUALIFICATION.**

**REFER TO ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST TO REVIEW THE LIST OF
REQUIRED DOCUMENTS DUE AT BID SUBMISSION.**

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site website at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the DOR, this Invitation for Bid is complete and without need of explanation. However, if you have questions, please submit them in writing, via email to the Contract Analyst, sabrina.pizzuti-johnson@dor.ca.gov. All questions and answers will be posted on the Cal eProcure website at <https://caleprocure.ca.gov/pages/index.aspx> by the date listed in the Key Action Dates.

Bidders are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting a bid. If the language is unclear or ambiguous, it is the bidder's responsibility to request clarification or assistance before submitting a bid. Please note that no verbal information will be binding upon the State unless the State issues such information in writing as an official Addendum. If the IFB is modified prior to the final bid submission date, the State will issue an Addendum.

A. PURPOSE

a) Description of Services

The Department of Rehabilitation (DOR) is seeking a Contractor to provide office moving services, which shall include a full range of services to remove the office furniture, equipment and related supplies from existing location, transport items to the new location and replace them according to the direction of the DOR Contract Manager. Work may be conducted before 7:00 a.m., after 5:00 p.m., and/or on weekends, if needed. See Exhibit A, Scope of Work for a complete description of services.

b) Locations (see Exhibit G for list of Locations)

c) Modular Furniture (Moving and Reconfiguring)

This solicitation and resulting contract is for office moving services for free-standing office furniture and equipment.

B. BIDDER MINIMUM QUALIFICATIONS

To be considered responsive, Bidder must meet all of the following minimum qualifications:

1) Special Licenses and Certificates – C-61, Category D-34 License

2) Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

The Contractor shall provide a business license from the city/county in which you are headquartered is required at bid opening.

If you are a corporation or a business outside of California, a copy of the California Certificate of Status from the Secretary of State's Office or a copy of the business' active on-line status information downloaded from the California Business Portal website must be submitted at bid opening.

In addition, for corporations and limited liability companies, state agencies are required to verify with the California Secretary of State (SOS) office to confirm the Contractor/vendor is authorized to carry out business in California. You may view the lists and status at <https://bizfileonline.sos.ca.gov/search/business>.

In the event any license(s) and/or permit(s) expire at any time during the term of this Contract; Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

If you are not sure what to provide at bid opening, please request clarification by the deadline to ask questions noted in the Key Action Dates.

3) Insurance

See Exhibit D for Basic Insurance Requirements for the State of California.

Proof of current insurance certificates for Commercial General Liability with limits of liability of \$1,000,000 and \$2,000,000 aggregate for bodily injury and property damage liability, Automobile Liability (Required if contractor has commercially owned vehicles that will be used to provide services during the life of this Agreement), and Workers' Compensation with liability limits of \$1,000,000, if applicable. Certificate of insurance listing Commercial General Liability, Automobile Liability (if applicable) and Workers Compensation and limits of liability' is required at bid opening.

If you do not have employees that require Worker's Compensation coverage, submit Attachment 7 Worker's Compensation Statement of Exemption.

4) Prohibition on Tax Delinquency

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code Section 10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

(Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html>

(Board of Equalization) <http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

5) Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion:

Expenditures from this Contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the Contract file a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government.

6) Unruh Civil Rights Act and the Fair Employment & Housing Act

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

The contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

The contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code)

Attachment 7: California Civil Rights Laws Certification is due at bid opening. (when applicable)

7) Motor Carrier Permit:

- a) The law mandates that a motor carrier of property under California Vehicle Code Section 34620, who provides services under the agreement must have the required Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles.

- b) Each bidder must provide evidence with bid that it possesses and maintains in good standing a Motor Carrier Permit (MCP) issued by the California Department of Motor Vehicles (DMV). Contractor must keep a MCP in good standing throughout the duration of the Agreement. Failure to meet this requirement will result in rejection of the Contractor's bid or termination of the Agreement.
- c) Per the DMV website, the following instance does not require a MCP, "Vehicles operated by household goods carriers to transport used office, store, and institutional furniture and fixtures when operated under a Household Goods Carrier Permit issued pursuant to Section 5137 of the Public Utilities Commission (PUC)". DOR will accept a copy of the bidder's Household Goods Carrier Permit in lieu of evidence of possessing a MCP in good standing.

For more information, the bidder may call its local DMV permit office or visit the DMV website at www.dmv.ca.gov. Prior to obtaining a Motor Carrier Permit, the bidder must have a California "CA Number" issued by the California Highway Patrol (CHP). To request a CA Number, contact your local CHP Office, Commercial Records Unit at www.chp.ca.gov.

8) Generative Artificial Intelligence (GenAI)

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data."

9) Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

C. BID REQUIREMENTS AND INFORMATION

1) Key Action Dates

<u>EVENT</u>	<u>DATE</u>
IFB available to prospective Bidders	June 11, 2026
Deadline to ask Questions	June 15, 2026, by 3:00pm
Deadline to post Q&A to Cal eProcure	June 19, 2026, by 3:00pm
Final Date for Bid Submission	June 25, 2026 by 2:00pm
Bid Opening	June 26, 2026, at 11:00am
Anticipated Intent to Award	June 29, 2026
Five (5) day protest period	June 30, 2026 through July 7, 2026
Anticipated Award Date	July 8, 2026

**The anticipated budget is approximately \$49,900.00 for a contract term of July 10, 2026, or Upon Approval, whichever date is later through June 30, 2029.*

If a Contract is awarded, it will be awarded to the lowest responsive responsible Bidder. The DOR reserves the right to reject all bids.

2) Questions Regarding the IFB

Any questions regarding this IFB must be submitted in writing, via email to the contract analyst listed on page 1. Emails should include the individual's name, firm name, address, and must reference IFB #S26-33384

All answers will be posted on the Cal eProcure website. It is the responsibility of the Bidder to check the California State Contract Register at <https://caleprocure.ca.gov/pages/index.aspx> when inquiring about an addendum, questions, answers, and any other posts related to this IFB.

3) Submission of Bid

a) Bids will be accepted one of the following two ways:

1. **(PREFERRED)** Bids may be submitted via email to Sabrina.pizzuti-johnson@dor.ca.gov. The subject line of the email must read as follows: Bid #S26-33384 Moving Services San Diego or

2. Bids may be submitted under sealed cover and sent to the DOR by US Postal Service Deliveries (i.e. UPS, Express Mail, Federal Express) by the dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates. Email is preferred, however, if you chose this option, you must notify the analyst via email at sabrina.pizzuti-johnson@dor.ca.gov PRIOR to sending your bid via mail.

Bid #S26-33384
Office Moving Services
Department of Rehabilitation

Contracts and Procurement Section
Attn: Sabrina Pizzuti-Johnson
721 Capitol Mall, 6th Floor
Sacramento, CA 95814

DO NOT OPEN
Bid Due: June 25, 2026 @ 2pm

- b) Bids not submitted under sealed cover will be rejected.
- c) All bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and will be rejected.
- d) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- e) A bid will be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.
- f) Costs incurred for developing bids and in anticipation of award of this Agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.
- g) All documents requiring a signature must bear an original signature or electronic signature of a person authorized to bind the Bidder Contractually. The signature should indicate the title or position that the individual holds in the firm. That person shall sign the Bid/Bidder Certification Sheet. An unsigned Bid/Bidder Certification Sheet will be rejected.
- h) A Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- i) A Bidder may withdraw its bid by submitting a written withdrawal request to the State, via hand delivery, US Mail, FedEx, or UPS, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- j) The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- k) The State reserves the right to reject all bids. The agency is not required to award an Agreement.
- l) Before submitting a response to this solicitation, Bidders should review, correct all errors and confirm compliance with the IFB requirements.
- m) Where applicable, Bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or

obstacles that might be encountered. No additions or increases to this Agreement amount will be made due to a lack of careful examination of work sites and specifications.

n) The State does not accept alternate Contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 2/2025) are not negotiable.

o) No oral understanding or Agreement shall be binding on either party.

4) Public Bid Opening

a) Bid opening will be held via zoom link at **the time and date** specified in **the Key Action Dates**. Bidders may attend via zoom link: [Bid opening Link](#)

b) During the public bid opening, the name of the bidder and the dollar amount of each bid, will be read in random order. The contract award is subject to a complete review of the entire bid package for compliance and adherence to the IFB requirements, verification of all calculations and claimed preferences. Final results may change as a result of the formal bid evaluation.

c) Questions will not be allowed; and information will not be repeated.

5) Evaluation and Selection

a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

b) The State will evaluate each bid to determine its responsiveness to the published requirements.

c) In the event of tie bids, a coin toss will be used to determine the bidder entitled to the contract award. The coin toss will be officially witnessed and all affected bidders will be advised of the tiebreaker method and invited to attend.

d) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, will be rejected.

e) The Department of Rehabilitation will verify that responsive bidders do not have any pending past performance issues for the service to be provided. The lowest responsive bidder may be rejected if there are pending performance issues.

6) Award and Protest

a) Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the lowest bidder, the lowest bidder shall be notified by email ten working days prior to the award of the agreement.

i. If the Department of Rehabilitation rejects the lowest responsive bidder for poor performance, the Department will provide the bidder with a notice containing specific documentation outlining the reason(s) for rejection and the process to respond to the rejection notice.

- ii. If the bidder does not agree with the rejection letter, the bidder must submit a response back to DOR within five (5) working days explaining why they do not agree with DOR's decision to reject their bid.
 - iii. DOR will provide a response to the bidder within five (5) working days of receipt of the response.
 - iv. **If the bidder does not file a response within the five (5) days, the next lowest, responsive, responsible bidder will be considered.**
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
 - c) If any bidder, prior to the award of agreement, files a written protest during the five (5) day protest period with the Department of General Services, Office of Legal Services, Attn: Bid Protest Coordinator, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, (Email address: OLSProtests@dgs.ca.gov) and the DOR on the grounds that the protesting bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
 - d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency. It is suggested that you submit any protest by certified or registered mail.
 - e) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the DOR, *page one (1)* of the Contractor Certification Clauses (CCC 4/2017), which can be found on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

7) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the Bidder's expense, unless such expense is waived by the awarding agency.

8) Agreement Execution and Performance

- a) Performance shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and this Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate

this Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another Contractor.

- b) All performance under this Agreement shall be completed on or before the termination date of this Agreement.
- c) The resulting Contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services, if required. The Contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered if all approvals cannot be obtained.

D) PREFERENCE/SOCIAL ECONOMIC PROGRAMS

Pursuant to Executive Order S-02-06 and Military & Veterans Code Section 999.2, each department shall have an annual statewide participation goal in state Contracting of not less than 25 percent for certified Small Business (SB) and not less than 3 percent for certified Disabled Veteran Business Enterprise (DVBE) .

These goals were established to enhance and encourage competition by creating an optimum environment that affords all businesses equal access to State Contracting opportunities. *The DOR will make every effort to seek out certified SB and DVBE for this solicitation.*

Questions regarding Small/Micro Business or the Disabled Veteran Business Enterprise Program may be directed to:

Small Business/Disabled Veteran Business Enterprise Program Advocate
Department of Rehabilitation
Contracts and Procurement Section
721 Capitol Mall, 6th Floor
Sacramento, California 95814
(916) 558-5680

SEE SEPARATE ATTACHMENT - SMALL BUSINESS CERTIFICATION

SEE SEPARATE ATTACHMENT - DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

E) REQUIRED ATTACHMENTS

Refer to the following pages for additional Required Attachments that are a part of this Agreement.

ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

A Complete bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Check the box next to each item that you are submitting to the State. For your bid to be responsive, **all applicable required attachments** must be returned. This checklist must be returned with your bid also.

<u>Contractor Name:</u>		
(Must match name on Payee Data Record)		
Included with bid package	Attachment	Confirmed submitted by DOR
☐	Attachment 1 - Required Attachment Checklist	☐
☐	Attachment 2 - Bid/Bidder Certification Sheet	☐
☐	Attachment 3 - Bidder's Acknowledgement of Prevailing Wage Requirement	☐
☐	Attachment 4 - Contracting Certification Clause (CCC- 4/2017)	☐
☐	Attachment 5 - GSPD-05-105 (Must be signed at the bottom and returned with bid)	☐
☐	Attachment 6 - California Civil Rights Laws Certification Form (If applicable)	☐
☐	Attachment 7 - Workers' Compensation Statement of Exemption form (If applicable)	☐
Additional Requirements		
☐	Proof of Active Business License or Business Tax Certificate	☐
☐	Copy of class C-61, Category D-34 License	☐
☐	Secretary of State Certificate of Status or copy of business active on-line status information for corporations and out of state entities	☐
☐	Proof of Current Insurance Certificate(s): - Commercial General Liability - Commercial Automobile Liability (If Applicable) - Workers' Compensation <u>or</u> Workers' Compensation Statement of Exemption (Attachment 7)	☐
Additional Requirements – Separate Attachments		
☐	Payee Data Record (STD204)	☐
☐	Darfur Contracting Act Certification Form	☐
☐	Small Business Participation/DGS Approved Small Business Certification (If applicable)	☐
☐	California Disabled Veteran Business Enterprise Incentive (If applicable) - Section A DVBE COMMITMENT OPTION - Section B BIDDER CERTIFICATION OF DVBE PARTICIPATION - DGS Approved Disabled Veteran Business Enterprise Certification	☐

ATTACHMENT 2 - BID/BIDDER CERTIFICATION SHEET

OFFICE MOVING SERVICES

1. Enter the all-inclusive rate for moving and storage fee below:

a)

Category Every category MUST include an hourly rate in order to be considered responsive	Hourly Rate*
Driver	\$
Mover	\$
Helper/Laborer	\$
Supervisor	\$
Installer	\$
	\$
Total	\$

b) Monthly Storage Fee (flat rate) = \$ _____ ***an amount must be included to be a responsive bid (\$0.00 will be a disqualification)**

Storage fee is the monthly rate for a storage unit sized 53' x 8' or 424 square feet.

2. Total Bid Amount:

\$ _____ + \$ _____ = \$ _____
(a) Total (b) Monthly Storage Fee (flat rate) Total (a + b)

3. Authorization:

Name of Business (Bidder)

Printed Name of legally authorized signer

Signature

Date

*Hourly rates include, but not limited to: fuel, salaries, benefits, overhead, indirect costs, insurance, packing materials, fees, supplies, subsistence, travel costs, social security/sales/use taxes, unemployment contributions, bonds, employee/employer contributions, and any other allowances.

****Alterations to this bid form will be considered unresponsive and result in disqualification****

ATTACHMENT 3

BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

Bidder acknowledges the State General Prevailing Wage Rates will apply for the counties where service is requested under this Agreement. Bidder also acknowledges responsibility to ensure payment of appropriate prevailing wage rates to all employees who participate in this Agreement throughout the duration of this Agreement.

Name of Business (Bidder)

Address

Print Name and Title of legally authorized signer

Signature

Date

ATTACHMENT 4 CCC-4/2017- CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 5
BIDDER DECLARATION - GSPD-05-105

1. Prime Bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): _____ or None _____ (If "None", go to Item #2)

b. Will subcontractors be used for this Contract? Yes ____ No ____ (If yes, indicate the distinct element of work your firm will perform in this Contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE:

(1) Are you a broker or agent? Yes ____ No ____

(2) If the Contract includes equipment rental, does your company own at least 51% of the equipment provided in this Contract (quantity and value)? Yes ____ No ____ N/A ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this Contract. (Attach additional pages if necessary):

Subcontractor Name Contact Person Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this Contract	Corresponding % of bid price	Good Standing?	51% Rental?

3. CERTIFICATION: By signing this form, I certify under penalty of perjury that the information provided is true and correct.

Printed Name: _____ Signature: _____

Date Signed: _____

State of California—Department of General Services, Procurement Division
GSPD-05-105 (EST 8/05) Written Version

Page ____ of ____

BIDDER DECLARATION Instructions

All prime Bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime Bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime Bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
 - Microbusiness (MB)
 - Small Business (SB)
 - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
 - Disabled Veteran Business Enterprise (DVBE)
- 1.b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the Contract. If the response is “No”, proceed to Item #1.c. If “Yes”, enter on the line the distinct element of work contained in the Contract to be performed or the goods to be provided by the prime Bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov.

Bids must propose that certified Bidders provide a commercially useful function for the resulting Contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation. Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s Contract.

- 1.c. This Item is only to be completed by businesses certified by California as a DVBE.
 - (1) Declare whether the prime Bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE Contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the Contract.
 - (2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime Bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark “N/A” for “not applicable.”
2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form. If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter “None”. [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this Contract—Identify the distinct element of work contained in the Contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the Contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.)

If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting Contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime Bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
 - If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
 - Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
 - Is not listed on the OSDC website as ineligible to transact business with the State
- 51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the Contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

3. Read the certification at the bottom of the page. An individual that is authorized to bind the firm contractually is to print their name, sign and date the form. Also, complete the “Page ____ of ____” accordingly.

Attachment 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 7

Workers' Compensation Statement of Exemption

To be exempt from worker's compensation, you must submit an affidavit, certifying that you do not employ anyone in a manner that is subject to the workers' compensation laws of California. (See *Business and Professions Code Section 7125*.)

For exemption from worker's compensation, please complete the requested information, check the box, and sign the form.

SECTION 1 – BUSINESS NAME / SOLE PROPRIETER NAME AND ADDRESS			
FULL BUSINESS NAME			
BUSINESS MAILING ADDRESS		City	State Zip
BUSINESS PHONE NUMBER	BUSINESS FAX NUMBER	BUSINESS E-MAIL ADDRESS	

SECTION 2 – CHECK BOX
☐ I do not employ anyone in the manner subject to the workers' compensation laws of the State of California.

SECTION 3 – SIGNATURE		
I certify under penalty of perjury under the laws of the State of California that the information provided on this exemption statement is true and accurate. I understand that upon employing anyone in a manner that is subject to the worker's compensation laws of the State of California, the claim of exemption executed under this form will no longer be valid. I also understand that, as soon as I employ anyone subject to the California's workers' compensation laws, I must obtain a Certificate of Worker's Compensation Insurance, submit that certificate to Long Beach Community College District within 90 days of its effective date, and continuously maintain the coverage provided by the certificate in accordance with the law.		
Date	Signature of (Owner, Partner, or Officer)	

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD. 213 (REV 06/03)

AGREEMENT NUMBER 29000
REGISTRATION NUMBER eP 1341444

1.	This Agreement is entered into between the State Agency and the Contractor named below:	
	STATE AGENCY'S NAME Department of Rehabilitation	
	CONTRACTOR'S NAME Contractor	
2.	The term of this Agreement is:	November 1, 2014 through October 31, 2015
3.	The maximum amount of this Agreement is:	\$ 49,998.00 This Agreement is for one (1) year subject to the State's option to renew for two additional (1) one-year periods under the same terms and conditions.
4.	The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:	
	Exhibit A – Scope of Work	4 Page(s)
	Exhibit B – Budget Detail and Payment Provisions	4 Page(s)
	Exhibit C* – General Terms and Conditions (GTC 4/2017)	
	Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	6 Page(s)
	Exhibit E – Additional Provisions	2 Page(s)

Items shown with an Asterick (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
Contractor		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME Department of Rehabilitation		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		

EXHIBIT A
(Standard Agreement - PERSONAL SERVICES)

SCOPE OF WORK

PURPOSE

Contractor will provide office moving services, which shall include a full range of services: furniture installation, to remove the office furniture, equipment and related supplies from existing location, transport items to the new location and replace them according to the direction of the DOR Contract Manager on an as needed basis. Work may be conducted before 7:00 a.m., after 5:00 p.m., and/or on weekends, if needed.

1. SERVICES COVERED

The contractor shall provide the following services under this agreement on an as-needed basis and subject to the dates of actual moving services provided by Contractor as follows:

- a. Labor, equipment, and materials to perform various office move related services including packing, moving, transportation/delivery, and unpacking and move management.
- b. Labor and equipment to perform various disassembly and reassembly of modular furniture including reconfiguration, moves, adds and changes.
- c. All sensitive equipment shall be pad-wrapped. This is to include electrical as well as computers, printers, etc.
- d. Storage of property in a secured location as required.
- e. Removal of surplus property to an appropriate location as needed.
- f. Removal of packing materials, rubbish, and debris from government premises as directed.
- g. Removal of transportation of hazardous materials is not included in this agreement. Removal of these substances is regulated under the Governor's Office of Emergency Services and the California Environmental Protection Agency.

2. CONTRACTING FOR SERVICES

- a. Response to request for services may require Contractor to conduct a visual inspection of goods to be moved. Bids shall not be for more than the Contractor's rates.
- b. The price on the bid will be the "not to exceed" price. All prices must reflect or be lower than the Contractor's rates.
- c. All hourly and mileage rated costs indicated in this agreement shall not include third party or extra charges such as, parking fees, fuel surcharges, bond fees, rental equipment, and other moving related expenses the DOR may request. These costs, excluding fuel surcharges, bridge tolls, and parking fees, shall be on a pass-through basis only. Documentation must be submitted to support any of these charges to receive payment.
- d. Contractors shall itemize the above charges on the response to IFB for DOR approval prior to contract on-going contract request. Equipment rental (such as library and computer carts) is limited to specialized needs required by the DOR and must be agreed to prior to contract award by the DOR.
- e. Offers for move more than 100 miles (line haul) shall use the mileage rated and must have prior approval from DOR. All others shall use the hourly rates.

3. MODULAR FURNITURE (MOVING AND RECONFIGURING)

This contract is for office moving services for free-standing office furniture.

4. MOVE COORDINATION AND PLANNING

- a. The Contractor shall provide a move coordinator to direct workers and to ensure that all necessary communication with the DOR is provided throughout the project.
- b. The DOR to provide Contractor with an inventory of items to be moved.
- c. Any items of value shall be listed separately by the DOR and the value noted on the inventory list.
- d. Any items that require special handling shall be noted and the items tagged.

5. PACKING, PICKUP AND OTHER PREPARATIONS

- a. DOR shall notify the Contractor of any packing requirements and shall pay no more than the applicable contracted maximum hourly rates.
- b. Pickup shall be on the date mutually agreed upon.
- c. The Contractor shall provide the type of vehicle applicable to the items to be moved (e.g., refrigerated van, vehicle contractor, low-boy, etc.). Also, the Contractor shall not provide two smaller vehicles (and charge extra) when one larger vehicle would be more appropriate.
- d. For line haul moves, moving vans or contractor vehicles shall be weighted before and after loading by a certified weigh master on a certified scale and a copy of the report to be delivered or faxed to the DOR. There shall be no separate and extra charges allowed for moves which require weight tickets.

6. UNPACKING

- a. If unpacking is required, the Contractor shall unpack items with efficiency and care, and with consideration of all safety requirements.
- b. Upon delivery, all items on the inventory list shall be verified by the DOR as having been delivered prior to invoice payment.
- c. The Contractor shall be notified in writing of any missing or damaged articles in accordance with item 10, Filing a Claim.

7. LIMITS OF LIABILITY

The Contractor shall be liable for loss or damage to property caused by its failure to properly pack and transport property; however, the Contractor shall not be held liable for loss or damage in the following situations:

- a) Damage or breakage to items packed improperly by other than the Contractor's personnel.
- b) Damage caused by deterioration or inherent susceptibility of the article or by insects.

8. VALUATION OF ARTICLES

The Contractor's rates and/or insurance shall include full replacement value protection against possible loss or damage while property is under the protection of the Contractor. Contractor shall be responsible for the satisfactory repair, or replacement (at the State's option) of any State property that is lost, damaged or stolen while in the Contractor's custody and for the satisfactory repair of any damage to buildings or grounds. The DOR must declare any item of extraordinary value above \$20,000.

9. FILING A CLAIM

If DOR has determined that damage or loss to property has occurred, DOR shall note it on the Contractor's shipping order or freight bill and file a formal claim by:

- a) Send a written notice to the Contractor describing the loss or damage.
- b) List each article damaged.
- c) List value of each item.
- d) Provide the Contractor's order number, date of move, origin and destination.
- e) Store any damaged packing material or other evidence of damage.
- f) Retain copies of all receipts, correspondence, repair estimates, etc.

Claims should be filed within nine (9) months after delivery or after loss has been reasonably established. Contractor shall acknowledge claim in writing within thirty (30) days and commit to action within sixty (60) days (i.e., pay, identify a compromise or decline to pay). Claims not settled within one year shall be reported to the Department of General services, Transportation Management Unit.

10. STORAGE

If the new facility is not available at the time of the move and/or items must be stored, DOR may request storage-in-transit. Storage unit will be 53' by 8' or 424 square feet. When that occurs, the following steps shall be taken:

- a) The DOR must request storage-in-transit at least five (5) days prior to the move.
- b) Separate charges will accrue for transportation to storage, the storage period, and transportation from storage to the new facility.
- c) If storage is required for more than 90 days, a separate agreement will be necessary with the storage company itself with rates and terms that are not regulated by the Public Utilities Commission.
- d) Should the DOR expect to use long-term storage, the DOR will carefully review the rates and terms offered by the storage facility before the move. If the terms would place an undue burden on the State (such as limited access/removal, and unnecessary requirement for staff, etc.), the DOR may decline and the Contractor shall offer an acceptable alternate facility. Facilities offered by the Contractor must be applicable to the type of property requiring storage (i.e., refrigeration, low humidity, etc.).

11. CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall not commence work until the Agreement has been approved and fully executed.
- b. For individual jobs estimated to exceed \$5,000.00, the Contractor must be available to inspect the project prior to submitting an offer within two (2) working days or a mutually agreeable time from the date of notification by the DOR.
- c. The selected Contractor shall not commence work until the Individual Request for Moving Services Cost Estimate has been fully approved and authorization has been received from the authorized contact of the DOR.
- d. The Contractor must have personnel available to commence work on the project if given sufficient advance notice of ten (10) working days by the DOR or upon mutual agreement.

- e. All Contractor personnel shall be properly licensed, insured and experienced to perform their tasks.
- f. The Contractor shall make all arrangements with the building manager at the new site if necessary and shall obtain any necessary clearances or permits that may be required for parking and unloading.
- g. Contractor shall supply vehicles in good working condition and in compliance with all federal, state, and local laws and regulations for operation. All vehicles shall be sufficiently equipped with clean protective equipment to ensure safe transit and delivery of DOR property.
- h. Job hours shall begin when the Contractor's personnel arrive at the DOR's designated site and shall end when items are delivered and placed as specified at the new location. No additional drive time is allowed unless the Contractor is transporting State property to or from storage.
- i. Work shall be performed during normal workdays and hours unless a different schedule is specifically requested by the DOR.
- j. The Contractor is responsible to furnish sufficient personnel to accomplish the work in the time indicated on their estimate. If work is not completed within that period and requires overtime which was not specifically required by the DOR, the State shall not be liable for overtime charges. In addition, overtime shall not accrue due to the Contractor's failure to provide personnel and equipment at the DOR's designated place and time. State shall not pay overtime rates unless Contractor's personnel have worked more than eight (8) hours on the State job for the day overtime is charged.
- k. If the Request for Service provided by the DOR is not clear, it is the Contractor's responsibility to seek clarification.
- l. The Contractor shall not charge for any time lost in any way not required in the performance of the services requested (excluding required break periods). The Contractor may charge for time used in delivering equipment and materials, and in removing them at the conclusion of the move. This time should be included in the Contractor's response to the Service Request.
- m. The Contractor shall attach documentation for all pass-through charges to the invoice.
- n. Failure to comply with any of the requirements may be grounds for contract termination.

12. DOR RESPONSIBILITIES

- a) DOR shall attempt to provide the Contractor with no less than ten (10) working days advance notice of a prospective move.
- b) DOR shall notify the Contractor of any additional security requirements, such as special clearance procedures or the need for the Contractor's personnel to wear a uniform or identifying logo.
- c) DOR will provide the Contractor with a minimum of four (4) hours of work performed per request.

13. CANCELLATION NOTICE

If service request is rescheduled or cancelled by DOR, the following shall apply:

- a) DOR notifies Contractor of reschedule more than 48 hours before the move, then no charge shall apply.
- b) DOR notifies Contractor of cancellation, more than 24 hours before the move, then no charge shall apply.

- c) DOR notifies Contractor of cancellation less than 24 hours before the move; charges may not be more than 10% plus cost of any materials provided and used by the DOR.

14. DISPOSAL/DUMP FEES

The contractor must submit a receipt for reimbursement of disposal fees.

15. STATE GENERAL PREVAILING WAGE RATES

State General Prevailing Wage Rates will apply for all counties where service is requested and continue for the duration of this Agreement. The predetermined general prevailing wage rates published by the Director of the Department of Industrial Relations may be obtained via the internet at www.dir.ca.gov. It is the Bidder's responsibility to use the correct classification determination as published by the Department of Industrial Relations. Bidder must submit a certified copy of all payroll records for verification by the DOR Contract Administrator and/or designee with each invoice.

16. LOCATIONS/CONTRACT FOR MOVING SERVICES LOCATED IN EXHIBIT G

17. CONTRACT MANAGERS

Department of Rehabilitation Business Services Section Desa Donahue or designee 721 Capitol Mall Sacramento, CA 95814 (916) 558-5506 Email: desa.donahue@dor.ca.gov	Contractor
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EXHIBIT B
(Standard Agreement - PERSONAL SERVICES)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), by the DOR Contract Manager, DOR agrees to compensate the Contractor, in arrears, for actual expenses incurred in accordance with the rates specified herein and hereto attached and made a part of this Contract.
- B. Invoices must include the Agreement Number and shall be submitted not more frequently than monthly in arrears to: Desa.donahue@dor.ca.gov
- C. Payment shall be in arrears contingent upon receipt of an approved monthly invoice by the Contract Manager or his/her designated representative(s). The invoice must be submitted on the Contractor's letterhead, signed by the authorized representative, and include the following:
 - 1) Contract Number.
 - 2) Brief description of work performed.
 - 3) Location(s) where work was performed.
 - 4) Date(s) work was performed.
 - 5) Service hours: Time In and Time Out.
 - 6) List worker classification as noted in Exhibit B.1
 - 7) Applicable worker classification rate and total dollar amount as noted in Exhibit B.1
 - 8) Certified copy of all payroll records to verify prevailing wage.
 - 9) Monthly storage fee. Must supply receipt for reimbursement, if applicable. *Storage fee will be reimbursed for time used. Storage fee will be prorated if a full month of storage is not used*
 - 10) Line haul mileage amount, if applicable.

2. Budget Detail

Attachment 2 – Bid/Bidder Certification Sheet.

Estimated Budget FY26/27 \$ 30,900

Estimated Budget FY27/28 \$19,000

Estimated Budget FY28/29 \$0

3. Budget Contingency Clause (State Funds)

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability

occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. For Federally Funded Agreements (Federal Funds)

- A. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current year and/or any subsequent year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or to any statute enacted by Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. The parties mutually agree that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

5. Prompt Payment Clause

The Department of Rehabilitation is obligated to promptly pay all invoices (Government Code Chapter 4.5 commencing with §927). However, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the Department of Rehabilitation is required to pay Contractors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The Contractor does not need to request the late payment as the Department of Rehabilitation will determine and send any late payment to the Contractor.

6. Tax Compliance

The Contractor is hereby notified that the Department of Rehabilitation is required by Federal and State Tax Codes to report certain payments to individuals. Without this information, the Department of Rehabilitation cannot pay Contractor invoices. The Contractor agrees to abide by these conditions and provide the requested information.

7. Excise Tax

The Department of Rehabilitation is exempt from Federal excise taxes and no payment will be made for taxes levied on employee(s) wages. The Department of Rehabilitation will pay for any applicable State of California or local sales or use tax on services rendered, or equipment or parts supplied, pursuant to this Contract. The Department of Rehabilitation may pay any applicable sales and use tax imposed by another State.

EXHIBIT C
(Standard Agreement – PERSONAL SERVICES)

GENERAL TERMS AND CONDITIONS (GTC 2/2025)

PLEASE NOTE: The General Terms and Conditions will be included in the Agreement by reference, you can view them at the Department of General Services, Office of Legal Services website at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. Go to Resources, click on the Standard Contract Language section to expand, then click on GTC 2/2025.

EXHIBIT D
(Standard Agreement - PERSONAL SERVICES)
SPECIAL TERMS AND CONDITIONS

1. Notification

All notices required by either party shall be in writing and sent by email, mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

2. Contract Personnel

The Contractor shall not substitute personnel without prior notification to the DOR.

3. Disputes

If Contractor believes that there is a dispute or grievance between Contractor and the State arising out of or relating to this agreement, Contractor shall first discuss and attempt to resolve the issue informally with the DOR Contract Manager. During this dispute, the DOR and the Contractor shall continue to comply with all other terms and conditions and perform other work as required at the agreed upon location. If the issue cannot be resolved at this level, Contractor shall follow the following procedures:

- If the issue cannot be resolved informally with the DOR Contract Manager, Contractor shall submit, in writing, a grievance report together with any evidence to the DOR Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the DOR Supervisor shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph 3, listed below.
- Contractor must submit a letter of appeal to the Agency Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from Supervisor. Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. The Director or designee shall, within twenty (20) working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Director or designee shall be final.

4. Right to Terminate

- A. The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.
- B. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- C. Failure to comply with Contract terms and conditions is termination for cause and future bids may be rejected for one (1) year.

D. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

5. Insurance Requirements

A. General Provisions

- a) Coverage Term - Coverage must be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of the insurance. Any new insurance must still comply with the terms of the Agreement.
- b) Policy Cancellation or Termination & Notice of Non-Renewal - Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- c) Deductible - Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d) Primary Clause - Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e) Insurance Contractor Required Rating - All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f) Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and cannot be substituted by referring to such coverage on the certificate of insurance.
- g) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
- h) Subcontractors Insurance - In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

B. State Insurance Requirements

- a) Commercial General Liability – Contractor's liability shall be primary and non-contributory over any other valid or collectible insurance and self-insurance. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include:

The State of California, its officers, agents, and employees as additional insured's, but only with respect to work performed under the Agreement.

Any required endorsements must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- b) Automobile Liability - Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- c) Workers Compensation and Employers Liability - Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

When work is performed on State-owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

- d) If your business does not employ any other individual(s), a signed waiver may be submitted in place proof of workers compensation insurance, Attachment 8 Workers' Compensation Statement of Exemption Form.
- e) In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Contractor.

6. Conflict of Interest

A firm will not be awarded an agreement if the financial interests are held by a current officer or employee of the state. Additionally, an agreement will not be awarded to an officer or employee of the state as an independent contractor to provide goods and service. Likewise, the contracting agency officials and employees shall also avoid actions resulting in or creating an appearance of:

- a. Using an official position for private gain;
- b. Giving preferential treatment to any particular person;

- c. Losing independence or impartiality;
- d. Making a decision outside official channels; and,
- e. Affecting adversely the confidence of the public or local officials in the integrity of the program.

Former State employees will not be awarded an agreement for 2 years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for 1 year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed agreement within the 12-month period to his or her separation from state service.

7. Confidentiality

Any information obtained by Contractor in the performance of this agreement is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.

Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this agreement, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, title 9, California code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)

Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Manager and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.

Security breaches or incidents that must be reported include, but are not limited to:

- Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.
- Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.
- Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this agreement. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <https://www.dor.ca.gov/Home/SecurityandPrivacy>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

8. Audit and Review Requirements

General Audit and Review Requirements

The Contractor shall submit to the State such reports, accounts, and records deemed necessary by the State to discharge its obligation under State and Federal laws and regulations, including the applicable OMB Circulars.

Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibilities in the event of non-compliance.

Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program, with the written consent of the individual.

The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this agreement and other applicable federal or state statutes and regulations.

Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the agreement, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.

9. Competitive Bidding and Procurements

Contractor shall comply with applicable laws and regulations regarding securing competitive bids and undertaking negotiations in Contractor's agreements with other entities for acquisition of goods and services with funds provided by the State or Federal under this agreement.

Contractors must maintain a copy of narrative description of the procurement systems, guidelines, rules or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

Unless waived or otherwise stipulated in writing by DOR, prior written authorization from the appropriate DOR program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DOR for evaluating the necessity or desirability of incurring such costs.

For all purchases made subject to this agreement, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit.

10. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

11. Amendments/Unanticipated Tasks

In the event that additional program services must be performed which was wholly unanticipated and is not specified in the written Scope of Work, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, an amendment to the Agreement is required.

12. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

Contractor shall be located within the State of California, with a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted.

In the event, any license(s) and/or permit(s) expire at any time during the term of this AGREEMENT; Contractor agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this AGREEMENT upon occurrence of such event.

13. Non Eligible Alien – All Sole Proprietor Contracts

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

14. Debarment, Suspension, Ineligibility and Voluntary Exclusion

By accepting and fulfilling this agreement for goods and/or services, the contractor/vendor certifies that neither it nor its principals is presently debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

15. Prohibition on Tax Delinquency

Any Agreement that a state agency enters into after July 1, 2012, is void if the contract is between a state agency and a contractor, or subcontractor, whose name appears on either

list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. (Public Contract Code Section 10295.4). In accordance with Public Contract Code Section 10295.4, agencies are required to cancel Agreements with entities that appear on either list.

Franchise Tax Board) <https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html> (Department of Tax and Fee Administration)
<https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

16. False Claim Act

Contractor/Subgrantee agrees that it shall promptly notify the State and refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claim Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving this contract/grant agreement.

17. Fraud Awareness Training

The Contractor, its employees or any individuals performing activities related to this contract shall review the "Fraud Awareness Overview" no later than 30 days upon contract award. The Fraud Awareness Overview maybe viewed at the following internet site:

<https://www.dor.ca.gov/Home/ContractGrantSolicitations>.

18. Certifications: Recycled Product Content

The State of California is required to purchase recycled-content products (RCPs) rather than non-recycled products whenever price, quality, and availability are comparable. Furthermore, each State agency is required to purchase RCPs in sufficient quantities to ensure that mandated RCP procurement goals are attained within eleven product categories. These eleven product categories and their respective minimum postconsumer-content requirements are outlined at <https://calrecycle.ca.gov/buyrecycled/stateagency/categories/>

In order to help State agencies identify all reportable purchases and all the reportable RCP purchases, the Contractor, by signing this agreement is mandated by the Public Contract Codes to certify the minimum, if not the exact, postconsumer recycled content material, in the products, materials, goods, and supplies offered or sold to the State."

19. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

"Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
(Standard Agreement - PERSONAL SERVICES)

ADDITIONAL PROVISIONS – Federally Funded Agreements

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the agreement is more restrictive.

- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above is available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs is available at <https://www.ecfr.gov/>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership, which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

Evaluation of Discovery or Invention

If any discovery or invention arises as a result of funded work, the Contractor must refer the discovery or invention to the DOR. The Rehabilitation Services Administration (RSA) and its representatives have the sole and exclusive power to determine whether or not and where a patent should be filed and the disposition of all rights, including title and license rights, which may result. RSA's determination of these issues shall be considered final. In addition, the DOR and RSA shall acquire at least an irrevocable, non-exclusive, and royalty-free license to utilize for government purposes of any of these inventions.

By signing this agreement, the Contractor agrees that determinations of rights to inventions made in the course of or under the agreement shall be made by RSA or its authorized representative.

Copyrights and Patents: The Federal awarding agency and/or the DOR reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- a) The copyright in any work developed under a grant, subgrant, or agreement under a grant or subgrant; and
- b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

3. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT

Equal Employment Opportunity--All agreements require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Agreements of amounts in excess of \$100,000 shall require 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 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more 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. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.

Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4). Regulation: 34 CFR, part 100.

Subject: Discrimination on the basis of sex

Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).

Regulations: 34 CFR, part 106.

Subject: Discrimination on the basis of handicap.

Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).

Regulation: 34 CFR, part 104handicap.

Subject: Discrimination on the basis of age.

Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).

Regulation: 34 CFR, part 110

4. RETURN OF INAPPROPRIATE USE OF FUNDS

By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.

EXHIBIT F
(Standard Agreement – PERSONAL SERVICES)

ADDITIONAL PROVISIONS – SB Business Participation

1. Small Business Participation – Commercially Useful Functions

Any resulting Agreement shall be subject to all requirements as set forth in AB 669, Statutes of 2003 pertaining to the following code sections: Government Code Sections 14837, 14838.6, 14839, 14842, 14842.5 and Military and Veterans Code (MVC) Sections 999, 999.6, 999.9.

In part, these code sections involve requirements to qualify as a California certified Small Business, Micro business and DVBE. Effective January 1, 2004, the aforementioned companies must perform a commercially useful function to be eligible for award. AB 669 also requires that the DVBE be “domiciled” in California. Contractors found to be in violation of certain provisions contained within these code sections may be subject to loss of certification, penalties and Agreement cancellation.

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Contractor agrees to provide the State or its delegate with any relevant information requested and shall permit the State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees, inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq., and Title 2, California Code of Regulations (CCR), Section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the Agreement (Title 2, CCR, Section 1896.75).

Small Business Nonprofit Veteran Service Agencies

A SB/NVSA is required to provide social security and unemployment and disability benefits for its employees. If the event that the SB/NVSA ceases to be compliant with these requirements, any existing contract awarded as a result of the application of the SB preference must be terminated and the SB/NVSA will be ineligible to contract with the state for two (2) years. Notification of ineligibility will be disseminated to departments through DGS/PD broadcast bulletins and the information posted to the OSDC website.

Questions regarding Small/Micro Business or the Disabled Veteran Business Enterprise (DVBE) Program may be directed to:

Small Business/Disabled Veteran Business Enterprise Program Advocate
Department of Rehabilitation
Contracts and Procurement Section
721 Capitol Mall, 6th Floor
Sacramento, California 95814

EXHIBIT G
(Standard Agreement – PERSONAL SERVICES)
OTHER PROVISIONS

District Locations

San Diego	7575 Metropolitan Drive Ste 107, San Diego, CA 92108-4402
San Marcos	570 Rancheros Drive Suite 170, San Marcos, CA 92069-2911
Chula Vista	855 Third Avenue, Ste 3350 Chula Vista CA 91911-1350
Laguna Hills	24012 Calle De La Plata Ste 220 Laguna Hills, CA 92653-3621
Inland Empire	
El Centro	1214 State Street Suite A El Centro, CA 92243-2833