

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

4.12

AGREEMENT NUMBER 29371
REGISTRATION NUMBER eP 1361025

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

Chabot-Las Positas Community College District

2. The term of this **July 1, 2014** through **June 30, 2016**
 Agreement is:

3. The maximum amount
 of this Agreement is: **\$10,797.77**

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	1 page(s)
Exhibit B – Budget Detail	2 page(s)
Exhibit C* – General Terms and Conditions	GTC-610
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	2 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

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

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

CONTRACTOR

CONTRACTOR'S NAME (if other than an Individual, state whether a corporation, partnership, etc.)

Chabot-Las Positas Community College District

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Lorenzo Legaspi, Vice Chancellor, Business Services

ADDRESS

5020 Franklin Avenue, Pleasanton CA. 94588

STATE OF CALIFORNIA

AGENCY NAME

Department of Rehabilitation

BY (Authorized Signature)

DATE SIGNED (Do not type)

[Signature]

PRINTED NAME AND TITLE OF PERSON SIGNING

Simone Dumas, Chief Contracts and Procurement Section

ADDRESS

721 Capitol Mall, 6th Floor, Sacramento, California 95814

California Department of General Services Use Only

Exempt per: SCM Vol. 4.04.5B

EXHIBIT A
Contract # 29371
Chabot-Las Positas Community College District
5020 Franklin Avenue
Pleasanton, CA. 94588

SCOPE OF WORK

I. Introduction

Department of Rehabilitation (DOR) will financially participate in the operating costs of those One-Stop Centers in which DOR staff is co-located. In accordance with the Memorandum of Understanding (MOU) # 035, Terms and Conditions, the agreed allocation and payment of the operating costs of the one-stop centers that is attributable to DOR are outlined in Exhibit B.

II. Services To Be Provided

DOR agrees to provide vocational rehabilitation services in accordance with the MOU #035 to individuals whom DOR determines to be eligible for such services, and for whom such services are necessary and appropriate, consistent with federal and state law.

III. Location: One-Stop Center – Tri-Valley One-Stop Career Center, 5020 Franklin Avenue, Pleasanton, CA. 94588.

IV. Contract Administrator:

Department of Rehabilitation

Theresa Woo
Staff Services Manager I
1515 Clay Street, Suite 119
Oakland, CA. 94612
(925) 602-3982
(925) 689-1797 Fax
email: twoo@dor.ca.gov

Chabot-Las Positas Community College
District

Lorenzo Legaspi, Vice-Chancellor,
Business Services
5020 Franklin Avenue
Pleasanton, CA. 94588
(925) 485-5266
(925) 485-5273 Fax
email jalves@clpccd.org

EXHIBIT B

**Chabot-Las Positas Community College District
5020 Franklin Avenue
Pleasanton, CA 94588**

BUDGET DETAIL AND PAYMENT PROVISIONS

A. DOR's Shared Cost

1. Office Space – Conference room used as office space when meeting with consumers.

Annual Amount: \$2,669.76

Allocation Method: 180 sq. ft. @ \$2.06 per sq. ft. X 60% use = \$222.48 per month. Annual amount for Fiscal year 14/15 will be \$2,669.76.

Common space – Reception area to receive consumers, use of computer room for consumer job search, and shared hallways and restrooms.

Annual Amount: \$2,729.09

Contract Amount:

(7/1/14-6/30/16)	Office Space	\$ 5,339.52
(7/1/14-6/30/16)	Common Space	\$ 5,458.18

Total Amount for Annual Amount	\$5,398.85
Term of Agreement	<u>\$10,797.70</u>

- B. Invoicing and Payment. Upon receipt and approval of the invoices by the Contractor Administrator, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein. The invoice must be submitted on contractor's letterhead signed by authorized representative, and include:

Agreement number, 29371

- ❖ Time period covered Fiscal Years, 14/15 & 15 /16.
- ❖ The applicable rate and total dollar amount: Rates see above: \$10,797.70.

Submit invoices to: Department of Rehabilitation
Theresa Woo, Staff Services Manager I
1515 Clay Street, Suite 119
Oakland, CA. 94612

Payment shall be in arrears contingent upon receipt of a (monthly) invoice received and approved by the designated representative(s).

- B. Prompt Payment. The State of California is obligated to promptly pay all invoices; however, invoices must be properly submitted for prompt processing and payment. Under certain conditions, the State is required to pay vendors a late payment if a correct invoice for services/goods is not paid within 45 calendar days. The vendor does not have to request the late payment. The State will determine and send any late payment to the vendor.
- C. Budget Contingency Clause. 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.

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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. Right To Terminate

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.

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 contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

II. Settlement of Disputes

Any dispute concerning performance under the terms of this agreement which is not disposed of within a reasonable period of time by the contractor and State shall be brought to the attention of a designated representative of each party for joint resolution. At the request of either party, the State shall provide a forum for discussion of the disputed item(s) at which time the State representative shall be available to assist in the resolution by providing advice to both parties as to State of California policies and procedures. If agreement cannot be reached through the application of high level management attention, either party may assert its other rights and remedies within this contract or within a court competent jurisdiction.

The State and the contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this contract which are not affected by the dispute.

III. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

IV. Agency Liability

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Federal and State agencies shall not award assistance to applicants that are debarred or suspended, otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549. By signing this Agreement, Contractor certifies that neither it nor its principals or subcontracts are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. (Reference website: <http://www.sam.gov>).

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/aboutFTB/DelinquentTaxpayers.shtml>,

(Board of Equalization) <Http://www.boe.ca.gov/cgi-bin/delinq.cgi>