

Appendix 1

SAMPLE STANDARD AGREEMENT

STANDARD AGREEMENT
STD. 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
California Workforce Investment Board (CWIB)
CONTRACTOR'S NAME
 (Successful Respondent)
- The term of this Agreement is: **6-18 Months (depending on program element)**
- The maximum \$ of this Agreement is:
- 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	Pages
Attachment A-1, Specifications (will vary by contract)	Pages
Exhibit B – Budget Detail and Payment Provisions	Pages
Attachment B-1, Budget Detail	
* Exhibit C – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	Pages

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

CONTRACTOR	<small>CALIFORNIA</small> Department of General Services <small>Use Only</small>
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>	
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>	
<small>ADDRESS</small>	
STATE OF CALIFORNIA	
<small>AGENCY NAME</small> California Workforce Investment Board	
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED</small>
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>	
<small>ADDRESS</small> 8777 12th Street, Suite 200, Sacramento, CA 95814	
<input type="checkbox"/> Exempt per _____	

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the California Workforce Investment Board, hereinafter referred to as CWIB, and XXXXXXXXXXXX, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Applications #65769.
2. The project representatives during the term of this agreement will be:

State Agency

Contractor

California Workforce Investment Board
Attn:
8777 12th Street, Suite 200
Sacramento, CA 95814
Phone:

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, CWIB agrees to compensate the Contractor in accordance with Attachment B-1, Budget Detail. The total amount of this Agreement shall not exceed XXXX Dollars and XXXX Cents.
2. Invoices shall include the Agreement Number MXXXXXX and shall be submitted in triplicate, in arrears to:

California Workforce Investment Board
777 12th Street, Suite 200
Sacramento, CA 95814
Attn: XXXXXX

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWIB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.7.

**Attachment B-1
Budget Detail**

BUDGET LINE #	EXPENSE ITEM	NARRATIVE DETAIL
1	Job titles of staff working on project	Salaries charged to project
	Totals	\$ -
7	Office Supplies	
8	Testing/Instructional Materials	
9	Equipment Purchases with grant funds	
10	Equipment lease/use-charge costs paid with grant funds	
11	Tools and Supplies	
12	Support Services	

13	Indirect costs	
14	"Other" Costs	*See table below for Line Item 14.
15	Sub-grants	*Use table below for Line Item 15.

Line 14: "Other" Costs	Total
Totals	\$0.00

Line 15: Sub-Contracts	Total
Totals	\$0.00

EXHIBIT D

1. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relationship 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 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 monies to any subcontractor.

2. Consultant – Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

3. Public Contract Code (Consultant Services)

Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code, Article 5, Sections 10355 – 10412, with which the Contractor should be familiar with.

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

5. Settlement of Disputes

In the event of a dispute between CWIB and the Contractor over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both CWIB and the Contractor. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

6. Termination Clause

This Agreement may be terminated by CWIB by giving written notice 30 days prior to the effective date of such termination.

7. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

8. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in the this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

9. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWIB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWIB. All replacements are subject to CWIB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWIB has the right to request removal and/or replacement of Contractor resources.

10. Avoidance of Conflicts Of Interest by Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- C. In the event that CWIB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the ETP's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

11. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CWIB.