



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

**MASTER SERVICES AGREEMENT
CONTRACT 5-14-88-01
OFFICE MOVING SERVICES PROVIDER APPLICATION
TERMS AND CONDITIONS**

****NOTE THESE TERMS AND CONDITIONS ARE NOT REQUIRED TO BE
RETURNED WITH THE OFFICE MOVING SERVICE PROVIDER APPLICATION****

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1 MASTER SERVICES AGREEMENT TERM:

This Master Services Agreement (MSA) for Office Moving Services (5-14-88-01) will be effective October 31, 2014 and end September 30, 2017, with an option to extend the MSA for additional one (1) year periods, or a portion thereof. The State reserves the right to terminate the MSA for convenience upon thirty (30) days written notice.

2 PROVIDER APPROVAL TERM:

The list of approved Office Moving Services providers is valid until September 30, 2017. Any application received and approved during the term of the MSA will be valid until September 30, 2017. Should the MSA be extended, the State may extend the Office Moving Services providers list or may elect to require providers to submit a renewal application to continue to be listed as an approved Office Moving Services provider.

3 GENERAL PROVISIONS:

Except where these terms and conditions or the MSA User Instructions provide otherwise, the following General Provisions apply to services provided under this MSA:

- General Terms and Conditions: www.documents.dgs.ca.gov/ols/GTC-610.doc
- Contractor Certification Clauses: Attachment E, or www.documents.dgs.ca.gov/ols/CCC-307.doc

When commodities are purchased as part of this MSA, the following terms and conditions are also incorporated:

- Non-IT Commodities General Provisions:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>

4 SCOPE:

- 4.1 The purpose of this MSA is to solicit applications from qualified moving services companies that will result in a non-Mandatory OFFICE MOVING SERVICES APPROVED PROVIDERS LIST available to state and local governmental agencies. The non-Mandatory Contract shall include a full range of services to remove free-standing or affixed office and/or lab furniture (including modular furniture), equipment and related supplies from an existing location, transport items to a new location, and place the objects according to the direction of the Ordering Agency.
 - 4.1.1 **Products and Equipment.** State departments may use the MSA to purchase items needed to support office moving such as boxes, cartons, drums, blankets, wrap, and crates.
 - 4.1.2 **Services.** This MSA may be used to purchase services related to office moving including; Move Coordination and Planning; Packing, Pickup, Unpacking, and Other Preparations; Storage; assembly and disassembly of modular furniture, lab equipment, and furniture delivery and installation.
- 4.2 Each provider must demonstrate positive experience in the planning and preparation of a move, including coordination; scheduling; disassembling, reassembling, detaching, and affixing furniture; packing and crating; delivering; unpacking; and relocating office or lab equipment, boxes, files, furniture, shelving, and associated items utilizing best industry practices.
- 4.3 Any agreements with the State resulting from this MSA for Office Moving Services will require Prevailing Wages. Contracts exceeding \$2,500 must conform to the provisions of California Labor Code Section 1720, which provide for such contracts to be with a carrier whose drivers and supporting personnel are operating under current collective bargaining agreements or who are maintaining the prevailing wages, standards, and conditions of employment for its driver and supporting personnel, including mover, packer, driver, helper, Modular furniture installer; including Master Installer, Lead Installer, Installer I, Installer II (Labor Code Section 1720) as set forth for each county. Prevailing wage requirements only apply to State agency

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moves and do not apply to contracts involving State political subdivisions such as county offices or public schools. County prevailing wage determinations can be found at:
<https://www.dir.ca.gov/OPRL/dprevagedetermination.htm>.

- 4.4 Applications to this MSA will be evaluated on the complete Application, and an award, if made, will be to the responsive and responsible office moving services providers meeting the requirements of this MSA per the evaluation criteria established herein. The award will be placement on an approved Office Moving Services Provider’s list by county. Ordering agencies will canvass the appropriate Providers through a Request for Offer (RFO) solicitation process and enter into individual agreements with the lowest provider.
- 4.5 The term of the resulting agreement(s) will be three (3) years with the State’s option to extend the MSA for additional one (1) year periods, or a portion thereof. The State reserves the right to terminate the MSA for convenience upon thirty (30) days written notice.
- 4.6 Providers must comply with all applicable Office Moving Services Contract rules, procurement statutes, and regulations.

5 CONTRACT ADMINISTRATION:

The Department of General Services, Procurement Division (DGS/PD) Contract Administrator listed below is the single point of contact for all MSA for Office Moving Services issues.

Administrator Information	DGS/Procurement Division (State Contract Administrator)
Contact Name:	Tiffany Reyes, Contract Administrator, or Geoff Brewer, Contract Administrator
Telephone:	(916) 376-1888
Facsimile:	(916) 375-4553
Email:	transportationmanagement@dgs.ca.gov
Address:	DGS - Procurement Division Attn: Transportation Management 707 3rd Street, 2nd Floor West Sacramento, CA 95605

6 PROVIDER PARTICIPATION REQUIREMENTS:

6.1 Licenses and Permits:

To be eligible to participate in the MSA, an Office Moving Services Provider must submit an application as described in [Section 21, below](#) and agree to comply with all of the following requirements:

- 6.1.1 Provider must be in good standing, and be currently authorized to operate/perform in California.
- 6.1.2 Evidenced by submission, a copy of the Provider’s California business certification or a copy of the Provider’s application to the California Secretary of State and labeled Appendix 2 (<http://www.sos.ca.gov/business/be/information-requests.htm>). Sole proprietorships are not registered with the California Secretary of State but must be registered with the city, county, or other local government entity in which the principal place of business is located. Sole proprietorships must provide a statement and a copy of their registration with the city, county, or other local government entity in which the principal place of business is located.

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- 6.1.3 **Retailer Seller Permit:** All providers furnishing tangible property shall provide a copy of their California retailer's seller's permit (or permit number) issued by California's State Board of Equalization (BOE) with their application. For more information on California Seller's Permits, see the BOE's website at www.boe.ca.gov.
- 6.1.4 **California Public Utilities Household Movers License:** Provider must attach a copy of the following permit with the application: Household Goods Permit issued by the California Public Utilities Commission (CPUC) to perform moving services.
- 6.1.5 **Payee Data Record:** All Office Moving Service providers shall have a completed Payee Data Record (STD 204) on file with the State Contract Administrator. Providers should submit the completed form with their application. (The form is available at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>)
- 6.1.6 **SB/DVBE Certifications:** The Office of Small Business and Disabled Veteran Business Enterprise Certification offers SB/DVBE certification information and may be reached at:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
Homepage: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>
Receptionist: (916) 375-4940
Facsimile: (916) 375-4950

- 6.1.7 **Licenses up to date:** In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Provider agrees to deliver a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Provider 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.

6.2 Insurance:

Provider must provide Certificates of Insurance as described in Attachment D and label the certificates as Appendix 3. The State's Office of Risk and Insurance Management will review insurance certificates prior to application approval. Refer to Attachment D for the applicable and specific Insurance requirements and coverage limits.

6.3 Prevailing Wage:

Prevailing wage is an integral component of this contract, see [Section 13, below](#). The person authorized to bind the Provider contractually agrees to certify that when providing services to state departments all employees engaged to perform work under any contract(s) resulting from this Contract will be paid Prevailing Wage as applicable, at the rate and classification set by the Department of Industrial Relations.

7 SUSPENSION OF PROVIDERS:

7.1 Cause:

Office Moving Services Providers may be suspended and removed from the Office Moving Service Approved Provider List if:

- 7.1.1 The Provider no longer meets eligibility requirements set forth in [Section 6, above](#) or fails to comply with applicable rules.

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- 7.1.2 The Provider fails to disclose required information on the Office Moving Services Provider Application form or provides inaccurate or misleading information.
- 7.1.3 The Provider fails to promptly notify the State Contract Administrator of any changes in company information supplied on the provider's application form.
- 7.1.4 The Provider repeatedly fails to perform and/or deliver on a purchase order as required under the Statement of Work.
- 7.1.5 Within the past six months there have been at least three complaints about the Provider's products or services, which, after notice to the Provider, remain unresolved.

7.2 Procedure:

- 7.2.1 Before a Provider is suspended, the Provider will be delivered with written notice of the grounds for suspension and an opportunity to present evidence or arguments as to why suspension is not appropriate.
- 7.2.2 If grounds for suspension are established, the Provider will be removed from the Office Moving Service Approved Provider List for a minimum of six months, or until the end of the current term of the Office Moving Service Contract, whichever is less. For particularly flagrant misconduct, the State Contract Administrator may suspend the provider for a longer period of time to be specified in the notice of suspension.
- 7.2.3 At the end of the suspension period, or whenever all providers are again required to re-apply, a suspended Provider may apply for reinstatement based on a showing that steps have been taken to address the issues which led to the original suspension.

8 FUTURE APPLICATION PROCESS:

An unsuccessful or new Proposer will have an opportunity in the future to obtain an MSA award. Approximately six months after the original MSA is awarded, the State may administer an application process to add contractors to the MSA.

9 ORDERING PROCEDURE:

For information on ordering and procurement procedures, see the Office Moving Services User Instructions (Attachment B).

10 AGREEMENT EXECUTION AND PERFORMANCE:

- 10.1 Performance shall start not later than ten calendar days, or on the express date set by the Ordering Agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Ordering Agency reserves the right to terminate the 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 provider or by another contractor.
- 10.2 All performance under the agreement shall be completed on or before the termination date of the agreement.

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11 INFORMATION CHANGES:

Any changes to company information supplied on the Office Moving Services Provider Application should be immediately sent to the **State Contract Administrator** in writing (see [Section 5, above](#)). Failure to notify the State Contract Administrator may result in removal from the Office Moving Service Approved Provider List.

12 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).

13 PREVAILING WAGE:

The payment of prevailing wages is a requirement of this contract for any services performed for state entities. Local government users can also require the payment of prevailing wage if listed as a requirement in their Request for Offer.

13.1 State General Prevailing Wage Rates:

- 13.1.1 The Provider agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Provider further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- 13.1.2 Pursuant to Section 14920 of the Government Code, Contractor shall pay any employee actually engaged in the moving or handling of goods being relocated under this contract not less than the prevailing wage rate in the county in which the work is to be performed, if this Agreement is for more than \$2,500 for commercial moving services to relocate state offices, facilities and institutions. Consideration may be given to bids not conforming with these employee cost provisions in areas where no such employee wage standards and conditions are reasonably available. The determination of the prevailing wage rate required by this subdivision shall be made by the Department of Industrial Relations.
- 13.1.3 Pursuant to California Labor Code Section 1720, a public work includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.
- 13.1.4 General Prevailing Wage Rate Determinations applicable to this Agreement may also be obtained from the Department of Industrial Relations Internet site at: <http://www.dir.ca.gov/>

13.2 Payroll Records:

- 13.2.1 The Provider and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by their Subcontractors. Upon request of the Ordering Department (state, or if applicable local), the Department of General Services, or the Department of Industrial Relations, the Contractor shall submit a certified copy of all requested payroll records (Section 13.1). Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- 13.2.2 Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with performance of office moving services under this Agreement. Each payroll record shall

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contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- 13.2.2.1 The information contained in the payroll record is true and correct.
- 13.2.2.2 The employer has complied with the requirements of California Labor Code Section 1720, and Government Code Section 14920.
- 13.2.3 The payroll records, enumerated under paragraph 13.2.1 shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax, and deductions shall be available for inspection and copying by the DGS contract manager at all reasonable hours at the Provider's principal office. Certified payrolls shall be made available as follows:
 - 13.2.3.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - 13.2.3.2 A certified copy of all payroll records enumerated in paragraph 13.2.1 shall be made available for inspection or furnished upon request to a representative of the ordering department, DGS, or the Department of Industrial Relations. Certified payrolls submitted shall not be altered or obliterated by the Contractor. Requested records shall be delivered within ten days after receipt of a written request
- 13.2.3 The public shall not be given access to certified payroll records by the Provider.
- 13.2.4 The penalties specified in paragraph 13.3.3 below for noncompliance with the provisions of Labor Code Section 1720, and Government Code Section 14920 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- 13.2.5 The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- 13.2.6 Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

13.3 Penalty:

- 13.3.1 The Provider and any Subcontractor under the Provider (prime contractor) shall comply with Labor Code Sections 1720, 1774, 1775, and Government Code Section 14920. In accordance with Labor Code Section 1775, the Provider shall forfeit, as a penalty to the Ordering Department, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any office moving services performed under the Agreement with the Ordering Department, or by any Subcontractor under the Provider in violation of the provisions of the Labor Code and, in particular, Labor Code Section 1720 and Government Code Section 14920.
- 13.3.2 The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Provider or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Provider or Subcontractor in meeting his or her prevailing wage obligations, or a Provider's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Provider or Subcontractor had knowledge of the obligations under the Labor Code. Any Provider that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations

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regarding Labor Code Section 1720 and Government Code Section 14920 prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Provider or Subcontractor.

- 13.3.3 If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor (Provider) is not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:
- 13.3.3.1 The Agreement executed between the Provider and the Subcontractor for the performance of office moving services shall include a copy of the provisions of Labor Code Section 1720 and Government Code Section 14920.
 - 13.3.3.2 The Provider shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - 13.3.3.3 Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Provider shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed for office moving services.
 - 13.3.3.4 Prior to making final payment to the Subcontractor for work performed for office moving services, the Provider shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees for office moving services and any amounts due pursuant to Labor Code Section 1720 and Government Code Section 14920.

14 EQUIPMENT INDEMNIFICATION:

The Provider shall indemnify the State for any claims against the State for loss or damage to the Provider's property or equipment during its use under this Agreement and shall at the Provider's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The Provider assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of the Provider or the Provider's employees under this Agreement.

15 PROHIBITION OF DELINQUENT TAXPAYERS:

Public Contract Code (PCC) Section 10295.4 prohibits the State from entering into an agreement for goods or services with any taxpayer whose name appears on either list maintained by the State Board of Equalization or the Franchise Tax Board pursuant to Revenue and Taxation Code sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. PCC Section 10295.4 provides no exceptions to these prohibitions.

16 DARFUR CONTRACTING ACT:

- 16.1 Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

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- 16.2 A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and shall not bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code Section 10477(a)).
- 16.3 The Darfur Contracting Act Certification Form is located at:
http://www.documents.dgs.ca.gov/pd/contracts/forms/SPS_darfur.pdf

Note: The Darfur Contracting Act Certification Form is not required for companies who have not, within the previous three years, had any business activities or other operations outside of the United States.

17 PERFORMANCE ISSUES AND OTHER CONTRACT ADMINISTRATION MATTERS:

State departments and local governmental agencies wishing to report about a moving services provider's performance, compliance, or payment issues should contact the Department of General Services, Procurement Division (DGS/PD) **Contract Administrator** (see [Section 5, above](#)).

18 ALTERNATIVE PROTEST PROCESS

This MSA is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting an Application to this solicitation, the Provider consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. Alternative Protest Process regulations are available at:
<http://www.dgs.ca.gov/oah/GeneralJurisdiction/BidProtestRegs.aspx>

- 18.1 Any Provider wishing to protest the proposed award of this solicitation must submit a written Notice of Intent to Protest the proposed award of this solicitation, which must be received (facsimile acceptable) (**email NOT acceptable**) by the Coordinator before the close of business 5 p.m. PST/PDT on the **1st** working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder's right to protest.

Bidder is to send the written Notice of Intent to Protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: (916) 375-4611

- 18.2 Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting Provider the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder's right to protest.

19 PROTEST BOND REQUIREMENT

Bond amount for this Alternative Protest Process shall not be less than \$50,000.00. See California Code of Regulations, Title 1, Section 1418.

20 NEGOTIATIONS

Pursuant to 6611 of the Public Contract Code, the State may, at its sole discretion, negotiate the Administrative and Technical responses with Bidders who submitted timely. The State may identify areas in the Provider's

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application that do not meet the MSA requirements and, if altered through 6611 negotiations, could improve the Providers chance of compliance. The State shall not negotiate the terms and conditions. The State may conduct negotiations by any means necessary or appropriate, including email, voice, electronic conferences, or in-person meetings. Providers must be available to State contact within timeframes established by the State.

21 APPLICATION COMPLETION INSTRUCTIONS:

The Office Moving Services Provider Application (Attachment F) must be completed according to the following instructions and submitted to the State Contract Administrator ([Section 5, above](#)) as follows:

Field Name	Instructions
Company Name	Enter company name, as it will appear on the listing.
Address	Enter company mailing address including city, state, and zip code.
Telephone No.	Enter company's telephone number for placing orders.
Facsimile No.	Enter company's facsimile number for placing orders.
Email Address	Enter email address for placing orders.
Contact Name	Enter contact name for company.
Reseller's Permit No.	If your company is selling tangible property (i.e. equipment), enter company's reseller's permit number issued by the California Board of Equalization (BOE).
Website (optional)	Enter company's website address.
Federal Tax ID	Enter Federal Tax Identification Number for your company.
CPUC Carrier ID#	Enter the companies CPUC Carrier number
Status (active)	List if the CPUC Certification is active, revoked, suspended, denied, etc.
Certifications	Check all California certifications that apply to your company.
Certification No.	Enter SB/DVBE certification number issued by the State of California Department of General Services, Procurement Division, if applicable.
Counties Served	Check the name of each county your company is generally capable of delivering to. If you serve only a portion of a county, please check the box for the county.
Terms and Conditions	Check the box to indicate your company has read and agrees to the terms and conditions of the MSA as set forth above.
Name/Title	Enter the Name and Title of the authorized representative signing for your company.
Signature	Signature of the authorized representative for your company.
Date	Date of authorized representative's signature.