

REQUEST FOR PROPOSAL (RFP)

For

California For All Public Outreach & Education Campaign
Support Team

RFP# EP18-002

April 9, 2019

State of California



1400 10th Street, 2nd Floor
Sacramento, CA 95814

Written Proposals Due at the
CaliforniaVolunteers Office
No Later Than:

April 30, 2019

FAXES and EMAIL WILL NOT BE ACCEPTED IN LIEU OF PROPOSALS

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BACKGROUND

California Volunteers (CV), Office of the Governor, addresses community and state challenges by investing in high impact service solutions, while leveraging public, private, and nonprofit partnerships and resources. Through AmeriCorps, Disaster Volunteering, and Community Partnerships, California Volunteers transforms small investments into big community impact.

Led by Karen Baker, State of California Chief Service Officer, California Volunteers is supported by a 25-member Commission appointed by the Governor.

AB 72 appropriates \$50 million to fund the California For All Emergency Preparedness Campaign to bolster statewide disaster resilience, of which the California Office of Emergency Services will distribute \$20 million and California Volunteers will distribute \$30 million. The California For All Emergency Preparedness Campaign empowers community-based organization partners (CBO Partners) to provide emergency preparedness education and resources to California's most vulnerable communities, which can be described by social vulnerability factors including social isolation, poverty, language barriers, and other access and functional needs challenges. CBO Partners will receive emergency preparedness education and facilitate a community-wide local process to identify gaps and solutions in local emergency plans.

Eligibility Requirements

- Must be a nonprofit organization with 501(c)(3) status.
- Be registered and current with reports with the Attorney General's Registry of Charitable Trusts.
- Be listed in good standing with both the California Secretary of State and the Franchise Tax Board.
- Have a minimum of three years' experience in successfully bringing together cross-sector partnerships to address community needs, and experience working with diverse communities and a record of accomplishment that demonstrates an expertise in this area. **The Applicant must submit a statement with their proposal, on agency letterhead, stating how they meet the three years' experience requirement described above.**

PURPOSE OF THIS REQUEST FOR PROPOSALS

Over the past decade, California Volunteers has served as the state lead for volunteer and donations management during disaster response and recovery. With this role, California Volunteers has actively partnered with local communities throughout California, connecting with nonprofits, community-based organizations (CBOs), faith communities, local government, tribal government, and the corporate sector to improve resiliency and capacity in the state.

Through the California For All Emergency Preparedness Campaign (Campaign) program, \$1.36 million is available to develop a California For All Emergency Preparedness Support Team (Support Team). The Support Team will directly support up to 20 CBO Partners that have been selected through two separate grant making solicitations and who will work in designated counties. Through stakeholder engagement and with assistance from an Advisory Team, the Support Team will provide project management oversight and technical assistance to the selected CBO Partners. NCCC teams will be granted to local project sponsors to assist with emergency preparedness education efforts. Local sponsors are responsible for lodging, food, and specialized tools and equipment. This grant will allow for community based organizations to submit a request to the support team for 1-2 NCCC teams to support California For All

Emergency Preparedness campaign work during non-disaster times. Up to \$90,000 should be allotted for the housing, transportation, and other support costs of this resource. These teams would be available as a deployable resource for disaster response and recovery work. This funding will help augment local project sponsor funds for the lodging and feeding of the members as well as purchasing equipment and supplies needed for the preparedness and disaster related work.

Up to \$20,000 should be dedicated towards a convening of technology companies involved in the disaster arena. These resources will support this gathering, with the focus on developing information sharing partnerships to improve the delivery of critical information/resources during disasters.

The CBO Partners will provide California For All Public Outreach and Education Campaign training and resources to vulnerable and diverse populations through subgrants to local community-based organizations, referred to as Local CBOs, serving those populations. These Local CBOs will leverage the power of peer-to-peer networks to organize their vulnerable and underserved communities to establish and implement tailored preparedness strategies that reflect their unique needs and challenges.

The Support Team will convene the CBO Partners at least three times during the project to establish program parameters, provide training, assess results, and provide in-person support to the CBO Partners and their Local CBOs as they work with their communities. In addition, an Advisory Team of representatives from vulnerable communities will be available to provide additional technical support to all CBO Partners during the lifetime of the project. As CBO Partners develop the required program deliverables, the Advisory Team will serve as a resource for those interested in better informing their strategies to reach peer-to-peer networks and vulnerable populations. This role includes working with CBO Partners to reach the Campaign benchmark of engaging one million Californians in emergency preparedness.

Campaign Partners, CBO Partner Program Components, and Evaluation Criteria

To assist you in developing this application, we have included the Campaign Partners (Attachment A), CBO Partner Program Components and Expected Deliverables (Attachment B), and Evaluation Criteria (Attachment C) as attachments to this RFP.

Responses to this RFA will be evaluated based on the total application, and award, if made, will be to an applicant awarded the highest points as calculated in accordance with the methodology defined in Section "Selection Process of this RFA".

SCOPE OF WORK

Key Components:

The California For All Emergency Preparedness Campaign Support Team will:

1. **Select and oversee in partnership with California Volunteers an Advisory Team** of up to ten subject matter experts from vulnerable communities, which can be described by social vulnerability factors including social isolation, poverty, language barriers, and other access and functional needs challenges. During the lifetime of the project, the Advisory Team (subject matter experts) will provide technical assistance to CBO Partners on additional local partners they may want to consider for subgrant opportunities or with whom to connect. The Advisory Team will serve as a resource for CBO Partners interested in better informing their strategies to reach vulnerable populations. The Support Team will dedicate staff time to

work with the Advisory Team on how CBO Partners can work effectively with vulnerable communities. Provide travel support for the Advisory Team as needed.

2. **Convene all CBO Partners**, subject matter experts, and other resource support and meet a minimum of three times during the course of this project. Provide all logistical support to include but not be limited to transportation, lodging, rental facilities, and printing for those attending the convening (35 people on average), and provide ongoing project and convening support (e.g., meeting design, agenda development, staffing, facilitation, administrative support). It is assumed that the first of the three convenings will be a two-day orientation on disaster response and recovery to be attended by the Support Team, subject matter experts, other resource support, and CBO Partners. This first meeting should occur by August 30, 2019.
3. **Develop and train CBO Partners on a data collection / tracking methodology** to document the number of individuals engaging in emergency preparedness and other program results.
4. **Conduct research on existing emergency preparedness curricula and outreach campaigns** for federal, state, and local initiatives, create a draft list of suggested curricula and outreach campaign elements. This inventory will inform the development of the appropriate materials that the California For All Public Outreach and Education Campaign will design and produce by identifying effective outreach content and elements for consideration for inclusion in the one-hour emergency curriculum content. In addition, provide suggestions on effective messages, materials, and outreach approaches.
5. **Receive quarterly reports from engaged CBO Partners** that comment on lessons learned, best practices, and challenges. Consolidate these CBO Partner results into quarterly reports and a Final Report that also provides a report card of how each CBO Partner was able to perform. Submit Final Report to California Volunteers and produce 1,000 color copies of the Final Report. California Volunteers will set the expectations for reporting.
6. **Develop a strategy to collect stories of impact** of this effort informed by California Volunteers staff and present to gatherings of CBO Partners.
7. **Create with the CBO Partners and Local CBOs** a resource list of all nonprofits, CBOs, faith communities, and public entities that have been engaged, or that the county or community believes should be engaged, in disaster preparedness, response, or recovery.
8. **Develop a mockup of a disaster response and recovery website**, which the CBO Partners will convene and facilitate. This is to provide a community framework/dashboard that allows for community conversations with the County Emergency Manager and vulnerable populations, focusing on the current resource needs and gaps in local response and recovery plans. Ensure that CBO Partners have the website mockup and that they connect with their County Emergency Manager to populate the website based on these conversations.

Requirements and Reporting

In addition to the above activities, the Grantee will perform the following:

Deliverables

- a. Data collection / tracking methodology to document the number of individuals engaging in emergency preparedness and other program results.
- b. Research results on existing emergency preparedness curriculum and outreach campaigns for federal, state, and local initiatives and list of suggested curriculum and outreach campaign elements.

- c. Strategy to collect success stories highlighting outcomes and results of the local strategies and connections that illustrate the purpose and intent of this Program
- d. Resource list of all nonprofits, CBOs, faith communities, and public entities that have been engaged, or that the county or community believes should be engaged, in disaster preparedness, response, or recovery.
- e. Mockup of a disaster response and recovery website to provide a community framework/dashboard that allows for community conversations with the County Emergency Manager and vulnerable populations.
- f. Meeting materials, meeting summary, and outcomes of the three CBO Partner meetings.
- g. Consolidated quarterly reports of results from each of the CBO Partners, and Final Report that captures lessons learned, best practices, and challenges with a report card of how each CBO Partner was able to perform.

KEY ACTION DATES

Listed below are the important actions, and dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFP.

<u>Event</u>	<u>Date</u>
RFP available to prospective Grantees	4/9/19
Final Date for Proposal Submission	4/30/19 at 5pm
Proposal Opening and Review	5/1/19
Notice of Intent to Award	5/7/19
Proposed Award Date	5/15/19
Expected Project Start Date	5/21/19
Project End Date	12/31/20

Expected start date is contingent upon California Volunteers and Grantee agreement of final grant terms.

Quarterly Report Schedule

Report	Report Period	Due Date
1 st Report	June 1, 2019 – September 31, 2019	October 31, 2019
2 nd Report	October 1, 2019 – March 31, 2020	April 30, 2020
3 rd Report	April 1, 2020 – June 30, 2020	July 31, 2020
4 th Report	July 1, 2020 – September 31, 2020	October 31, 2020
Final	October 1, 2020 – December 31, 2020	January 31, 2021

COMPLETING AND SUBMITTING THE APPLICATION

To simplify our review process, we ask that you comply with the format and content requirements detailed in this section. Resumes, samples of work, and letters of support are the only exceptions to this requirement. Proposals which are clear and succinct, and do not substitute length for substance, will be most favorably received.

Please submit four (4) hardcopies of your proposal. Correlate major sections of your proposal with the proposal narrative instructions below:

PROPOSAL NARRATIVE INSTRUCTIONS [up to 15 double-spaced pages-12pt font]

I. Project Design / Approach (45%):

Provide the California Volunteers application review panel with a project plan that demonstrates a well thought out strategy (what will be done and how) to produce the required deliverables. Please address the following items in your response.

- 1) Identify the success criteria you will use to evaluate your support for the CBO Partners to assist them in meeting their goals and objectives.
- 2) Explain how you will organize this Program to ensure the CBO Partners, Advisory Team, and local CBOs are coordinating their efforts to achieve the overall goal of creating resilient communities with diverse and vulnerable populations.
- 3) Explain how you propose to establish and work with the Advisory Team that will train and provide technical assistance to CBO Partners to deliver community and culturally appropriate emergency preparedness training to vulnerable and diverse populations.
- 4) Explain how you will conduct the research on existing emergency preparedness curricula and outreach campaigns for federal, state, and local initiatives, and how you will prepare your findings on effective messages, materials, and outreach approaches.
- 5) Describe the purpose, design, and proposed outcomes of the three CBO Partner gatherings.
- 6) Explain how you will engage and build partnerships between the County Emergency Manager and the CBO Partners throughout this project.
- 7) Identify the process you will use to develop the mockup of a disaster response and recovery website to display the county's resource needs and gaps, and explain how you will coordinate this effort with the County Emergency Manager and how you would ideally coordinate with the county CBO.
- 8) Describe the methodology you will use or create for standardized data collection for the CBO Partners. How do you propose to train the CBO Partners on the methodology?
- 9) Describe your strategy to collect success stories highlighting outcomes and results of the CBO Partners' local strategies and connections that illustrate the purpose and intent of this Program.

II. Qualifications (30%)

Clearly describe staff qualifications and expertise in this type of project. Include previous experience with NGOs and/or State Service Commissions as well as work in the disaster field and other knowledge and experience specifically related to the core competencies needed to complete this project. Please address the following items in your response:

- 1) Describe your expertise as a convener and ability to collaborate across sectors and with diverse groups within the county in a manner that is culturally inclusive, provides language access, and is ADA compliant.
- 2) Describe your experience, capability, and capacity to train vulnerable populations, which can be described by social vulnerability factors including social isolation, poverty, language barriers, and other access and functional needs challenges in emergency preparedness.

- 3) Describe your experience in compiling and analyzing data, conducting research, and preparing reports.

III. Communication style (5%)

Please provide 2 – 3 samples of past work that give evidence of quality and demonstrate in non-technical language your experience with similar projects.

IV. Project management (10%)

Describe your staff’s ability to effectively lead and manage the project and include:

- 1) Describe your ability and staff qualifications to implement the Plan to meet Program goals and objectives to provide support to CBO Partners within the grant performance period.

V. Cost (10%)

Include a breakdown of costs as part of your proposal – per milestone according to the Scope of Work, Requirements and Reporting as described on page 5.

SELECTION PROCESS

Written proposals, including budget estimates, are due April 30, 2019. All eligible proposals will be reviewed to determine if they meet the format requirements specified in the RFP. Those that meet the requirement will be submitted to an agency review panel that will evaluate and score each proposal independently using the criteria specified below.

Project Design / Approach
Identify the success criteria you will use to evaluate your support for the CBO Partners to assist them in meeting their goals and objectives.
Explain how you will organize this Program to ensure the CBO Partners, Advisory Team, and local CBOs are coordinating their efforts to achieve the overall goal of creating resilient communities with diverse and vulnerable populations.
Explain how you propose to establish and work with the Advisory Team that will train and provide technical assistance to CBO Partners to deliver community and culturally appropriate emergency preparedness training to vulnerable and diverse populations.
Explain how you will conduct the research on existing emergency preparedness curricula and outreach campaigns for federal, state, and local initiatives, and how you will prepare your findings on effective messages, materials, and outreach approaches.
Describe the purpose, design, and proposed outcomes of the three CBO Partner gatherings.
Explain how you will engage and build partnerships between the County Emergency Manager and the CBO Partners throughout this project.
Identify the process you will use to develop the mockup of a disaster response and recovery website to display the county’s resource needs and gaps, and explain how you will coordinate this effort with the County Emergency Manager and how you would ideally coordinate with the county CBO.
Describe the methodology you will use or create for standardized data collection for the CBO Partners. How do you propose to train the CBO Partners on the methodology?
Describe your strategy to collect success stories highlighting outcomes and results of the CBO Partners’ local strategies and connections that illustrate the purpose and intent of this Program.
Qualifications
Describe your expertise as a convener and ability to collaborate across sectors and with diverse groups within the county in a manner that is culturally inclusive, provides language access, and is ADA compliant.

Describe your experience, capability, and capacity to train vulnerable populations, which can be described by social vulnerability factors including social isolation, poverty, language barriers, and other access and functional needs challenges in emergency preparedness.
Describe your experience in compiling and analyzing data, conducting research, and preparing reports.
Communication Style
Provide 2 – 3 samples of past work that give evidence of quality and demonstrate in non-technical language your experience with similar projects.
Project Management
Describe your ability and staff qualifications to implement the Plan to meet Program goals and objectives to provide support to CBO Partners within the grant performance period.
Cost
Include a breakdown of costs as part of your proposal – per milestone according to the Scope of Work, Requirements and Reporting as described on page 5.

The scores for each criterion, based on the above rubric, are added to get a final proposal score. The proposal receiving the highest score will be awarded the grant. Each applicant will be notified thereafter. Notice of the grant award will be given to each applicant and will be posted for a period of 5 days at www.CaliforniaVolunteers.ca.gov.

SUBMISSION PROCESS

Please remember to follow the submission requirements for the proposal, as outlined earlier in this RFP – length no longer than 15 double-spaced pages, 12 point font, with four hardcopies. Please include a title page that identifies the following:

- *Title* - California For All Public Outreach & Education Campaign Support Team
- *RFP number* – EP18-002

DEPARTMENT CONTACT

The project Representatives during the term of this agreement will be:

State Agency: CaliforniaVolunteers	Grantee:
Name: Justin Knighten	Name:
Phone: 916.323.7646	Phone:
Email: justin.knighten@cv.ca.gov	Email:

Direct all inquiries to:

State Agency: CaliforniaVolunteers	Grantee:
Section/Unit: Finance & Administration	Section/Unit:
Attention: Kaitlin Meyer	Attention:
Address: 1400 10th Street, 2 ND Floor, Sacramento, CA 95814	Address:
Phone: 916.323.7646	Phone:
Fax: 916.558.3185	Fax:

Attachment A

The California For All Emergency Preparedness Campaign Entities

The California For All Emergency Preparedness Support Team is a critical partner in the Campaign. The other entities included are described below:

1. **Target County CBO and Statewide CBO RFP recipients.** Up to \$8 million is available to fund six Target County CBO Partners who will each serve as the primary entity in one or more of the following targeted counties: Lake, Shasta, Fresno, Tulare, Riverside, and San Bernardino. **Statewide CBO RFP recipients.** Up to \$11 million is available to fund Statewide CBO Partners that can serve any of 52 California counties, excluding Lake, Shasta, Fresno, Tulare, Riverside, and San Bernardino. The number of these CBO Partners and specific counties selected will be determined through a statewide competitive grant making process.

Collectively, these CBO Partners will provide California For All Public Outreach and Education Campaign training and resources to vulnerable and diverse populations through sub-grants to local community-based organizations, referred to as Local CBOs, serving those populations. These Local CBOs will leverage the power of peer-to-peer networks to organize their vulnerable and underserved communities to establish and implement tailored preparedness strategies that reflect their unique needs and challenges. An applicant may propose to serve more than one county, but must submit a separate proposal for each county.

2. **The California For All Public Outreach and Education Campaign RFP recipient** will develop all Campaign products, including a one-hour preparedness curriculum that all CBO Partners will be utilizing (this will be available in multiple languages), messaging, and advertising for this effort. The Campaign will produce educational materials that they will provide to all CBO Partners to complement their outreach efforts. The grant budget earmarks funding for CBO Partners to tailor specific additional educational materials to the vulnerable communities in their county.
3. **CERT, AmeriCorps, and Listos RFP Recipients** will provide training resources and community engagement. In addition, CBO Partners are encouraged to collaborate with Community Emergency Response Teams (CERT), AmeriCorps, and Listos programs who are available to provide emergency preparedness training in various formats and languages. CERT, a volunteer program often affiliated with public safety agencies, provides 20 hours of classroom-based preparedness training. CERT can support Local CBOs by providing additional community education and preparedness efforts. AmeriCorps is national service resource whose members can work in partnership with the selected Local CBOs to target additional communities for emergency preparedness training and resources. Listos is an eight-hour family-oriented preparedness curriculum that is currently offered in Spanish and can complement the Local CBO outreach and Campaign preparedness efforts.

Attachment B

CBO Program Partner Program Components

To assist the Support Team develop its support program for all CBO Partners, the specific Program Components that each CBO Partner must deliver are listed below:

- a) **Manage Targeted/Statewide CBO Partner grant**, sub-grant funds to Local CBOs who will provide emergency preparedness training and resources to vulnerable populations, and have the ability to serve as a fiscal sponsor for the selected Local CBOs. The number of Local CBOs selected should be informed by the regional picture of vulnerable populations you intend to reach. These Local CBOs will engage the greatest possible number of vulnerable members in your county to reach the statewide objective of connecting more than one million Californians to culturally and linguistically competent support. Provide an estimate of the number of individuals your entire county effort intends to reach.
- b) **Train Local CBOs** about emergency preparedness and incorporate the materials and resources provided by the California for All Public Outreach and Education Campaign.
- c) **Establish and implement a peer-to-peer engagement approach** to organize and prepare communities. Local CBOs, who represent and connect to the region's most diverse and vulnerable populations, will create and implement a peer-to-peer approach to engage and educate the community that reflects the needs of the target population. Each Local CBO will organize their community to establish a tailored approach, which will ensure their community:
 - 1) Is knowledgeable about what to do during a disaster and considers engaging community partners such as faith communities, schools, community centers, etc.
 - 2) Has emergency preparedness materials and access to information they need before a disaster hits
 - 3) Is clear on the steps to take and keep themselves, their families, and communities safe
 - 4) Will share final approach and results with the California For All Emergency Preparedness Campaign Support Team.
- d) **Identify gaps raised by community input, and propose solutions** to strengthen local county emergency plans based on the community's input from the peer-to-peer engagement and organizing process. Share the recommendations on identified gaps and solutions with the California For All Emergency Preparedness Campaign Support Team.
- e) **Host a conversation** to integrate the identified emergency preparedness needs of the community into local emergency plans as a joint effort with local leaders across sectors and the County Emergency Manager. Share outcomes of the conversation with the California For All Emergency Preparedness Campaign Support Team.
- f) **Capture stories of impact**, highlighting outcomes and results of the local strategies and connections made as part of this effort that illustrate the purpose and intent of this Program, and provide the stories to the California For All Emergency Preparedness Support Team. You may submit these stories in written articles, videos, and photos. Please ensure that formal permission is granted for all stories.

Attachment C

The evaluation criteria for the CBO Partners are below:

Problem Statement*

- 1) Describe the county to be served and your population demographics, including income levels, ages, languages, access and functional needs, and the number of individuals from these categories that you intend to serve. Include the source for your population demographic estimates.
- 2) Using available data and evidence, describe the readiness and receptivity of your county to receive training that will result in improved disaster resiliency.

Plan

- 1) Describe how you propose to deliver the emergency preparedness training to vulnerable and diverse populations, and ensure the training is community and culturally appropriate.
- 2) Describe how you will provide technical assistance to Local CBOs on emergency preparedness training, data collection, and grant management.
- 3) Describe how you will select the Local CBOs in your county and engage diverse communities, by vulnerable population type, in the communities they will serve.
- 4) Describe the criteria you will use in selecting the subaward Local CBOs.
- 5) Describe how you intend to orient the Local CBOs on the Campaign and their charge to recruit and engage their community.
- 6) Describe the accountability measures that you will utilize to ensure Local CBOs meet their targeted outreach and engagement goals for vulnerable and diverse populations.
- 7) Describe how the Program will fill existing service gaps for diverse and vulnerable populations on emergency preparedness and how this will promote and encourage increased community resilience.

Capabilities

- 1) Describe your ability, and staff qualifications, to implement the Plan to meet Program goals and objectives to provide emergency preparedness training and resources to vulnerable and diverse populations.
- 2) Describe your expertise in administering grant programs and sub-granting funds to local CBOs in a cost effective manner.
- 3) Describe your expertise as a convener and ability to collaborate across sectors and with diverse groups within the identified service area in a manner that is culturally inclusive, provides language access, and is ADA compliant.

- 4) Describe your experience in managing similar community-wide initiatives.
- 5) Describe your experience in compiling and analyzing data, conducting research, and preparing reports.
- 6) Describe your emergency preparedness experience or willingness to receive such training.

STANDARD AGREEMENT

STD 213 (Rev. 09/2018)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Office of Planning and Research/CaliforniaVolunteers

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	

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.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CaliforniaVolunteers

CONTRACTING AGENCY ADDRESS

1400 10th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Karen Baker

TITLE

Chief Service Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

SOLE PROPRIETOR -- ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

3

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

| | | - | | | | | | | |

 PARTNERSHIP

CORPORATION:

 MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ESTATE OR TRUST LEGAL (e.g., attorney services) EXEMPT (nonprofit) ALL OTHERS INDIVIDUAL OR SOLE PROPRIETOR
ENTER SOCIAL SECURITY NUMBER:

| | | | - | | - | | | | |

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE:

Payment will not be processed without an accompanying taxpayer I.D. number.

PAYEE
ENTITY
TYPECHECK
ONE BOX
ONLY

4

 California resident - Qualified to do business in California or maintains a permanent place of business in California. California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. No services performed in California. Copy of Franchise Tax Board waiver of State withholding attached.PAYEE
RESIDENCY
STATUS

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

TITLE

SIGNATURE

DATE

TELEPHONE

()

6

Please return completed form to:

Department/Office: Governor's Office/Office of Planning and ResearchUnit/Section: California Volunteers/Finance and AdministrationMailing Address: 1400 10th StreetCity/State/Zip: Sacramento, CA 95814Telephone: (916) 324-3056 Fax: (916) 558-3185E-mail Address: amelyn.tadeo@californiavolunteers.ca.gov

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CCC 04/2017

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 lesser 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.