

REQUEST FOR PROPOSAL (RFP)

For

**California For All Public Outreach and Education Campaign**

**RFA# CV18-007**

April 19, 2019

State of California



1400 10<sup>th</sup> Street, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Written Proposals Due at the  
California Volunteers Office  
No Later Than:

5/6/2019 at 5PM

**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.

Through recent legislation, [Assembly Bill \(AB\) 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 (Cal OES) will distribute \$20 million and California Volunteers will distribute \$30 million. The California For All Emergency Preparedness Campaign empowers community-based organizations to provide emergency preparedness education and resources to California's vulnerable populations, which can be described by social vulnerability factors, including social isolation, poverty, language barriers, and other access and functional needs and challenges.

California Volunteers is looking to secure a community-based organization with the capacity, infrastructure and expertise to serve as a project manager and administrative partner to direct and support a \$13 million California For All Public Outreach and Education Campaign, which is a significant element of the California For All Emergency Preparedness Campaign and one that will help advance the mission of other campaign entities (Attachment A). This public outreach and education campaign will provide the tools, resources and broader outreach support to help reach the statewide objective to engage *at least one million Californians in emergency preparedness with linguistically and culturally appropriate content*.

The California For All Public Outreach and Education Campaign will develop campaign outreach products that will be used by local communities, including a one-hour preparedness curriculum, as well as, messaging, materials, educational products and the advertising and promotional elements that will amplify key messages and resources.

### **Eligibility:**

- Applicants must be a nonprofit organization with 501c(3) status.
- Have a minimum of five years' organizational experience managing or supporting statewide and local campaigns, preferable those connected to multimedia efforts, to engage and educate communities around specific community issues and priorities.
- Provide evidence of sound financial standing and cash-flow to successfully complete large transactions as evident by prior experience and financial statements.
- Demonstrated organization and staff experience managing large-scale, multifaceted campaigns.
- Demonstrated experience and ability to oversee the selection and management of a several vendors, consultants and other third-parties deemed necessary to engage in this effort.
- 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.

## **PURPOSE OF THIS REQUEST FOR PROPOSALS**

Over the past decade, California Volunteers has served as the state lead for volunteer and donations management during disasters. With this role, California Volunteers has actively striven to increase the emergency preparedness of local communities throughout California, connecting with nonprofits and community-based organizations, local government, and the private sector to improve resiliency and capacity in the state.

Through the California For All Public Outreach and Education Campaign, \$13 million is available to leverage and support the new statewide and regional work to boost community resiliency around emergency preparedness directed at California's diverse and vulnerable communities. While many vendors, consultants and other experts are essential to develop and implement all required elements of this effort, the purpose of this RFP is to provide a grant that will secure a community-based organization to direct an outreach campaign. .

California Volunteers seeks a community-based organization to carry-out the needs and deliverables of the California For All Public Outreach and Education Campaign as project manager to: 1) ensure successful communication strategies, educational resources and materials support, engage and educate local diverse and vulnerable communities, and 2) oversee the use of campaign funds and retain and manage all vendors, consultants and experts engaged to deliver on the various needs of this project.

A minimum of \$12.35 million will need to be directed to support the required objectives and deliverables of the California For All Public Outreach and Education Campaign. The community-based organization, as project manager of this campaign, will be asked to propose an initial budget estimate on how to spend these resources and include administrative costs to cover staffing, travel, hard costs, etc. to administer this grant. California For All Public Outreach and Education Campaign. This grant consists of a reimbursement pay structure that will process payment 45 days upon receipt of invoice from the community-based organization to California Volunteers. All deliverables and results will be achieved on the behalf of the California For All Emergency Preparedness Campaign.

Serving in a lead role, the community-based organization will manage the development and implementation of this public outreach and education program with assistance in the form of strategic counsel and guidance from California Volunteers to ensure all projects meet the guidelines and intent of the California For All Public Outreach and Education Campaign. To that end, the community-based organization will manage all the vendors and consultants selected for this campaign to ensure target communities have access to linguistically and culturally appropriate content, to amplify emergency preparedness messaging in key regions, and coordinate with other campaign entities (Attachment A) to inform and shape the development, delivery and use of materials.

A critical priority of the California For All Public Outreach and Education Campaign is the target audience and regions that are designated by the broader California For All Emergency Preparedness Campaign. The primary focus for communication, materials and outreach will be directed at California's diverse and vulnerable communities in six counties, specifically in Lake, Shasta, Fresno, Tulare, Riverside and San Bernardino, as well as, the additional counties located statewide (Attachment A).

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

**A community-based organization to serve as the California For All Public Outreach and Education Campaign project manager that will:**

- **Host and facilitate a kickoff conversation** with California Volunteers to confirm the strategic direction and approach of the California For All Public Outreach and Education Campaign and determine the best approach to begin implementation and to set a plan and schedule for strategic sync-up meetings. The conversation, which must occur within one month of contract execution, will result in a written plan to confirm how the project manager and California Volunteers will work together and the confirmed timeline and game plan for the first 3 months of this campaign.
- **Engage directly with the California For All Public Outreach and Education Campaign Support Team** (Attachment A) and obtain the information they are responsible for providing to help inform and shape various outreach and educational tools and resources, as well as, to obtain the insights and feedback they gather from local vulnerable communities on the needs, barriers and solutions to increasing their access and understanding of preparedness resources.
- **Ensure the successful development and implementation of all California For All Public Outreach and Education Campaign strategies and products.** As the main objective of serving at project manager, the selected community-based organization will need to retain and manage other vendors, consultants and experts to carry out the deliverables of this effort. The community-based organization will be required to manage these third-party entities to ensure the highest quality results that are delivered on time, within directed budget restrictions and clearly meet project/product expectations.

This campaign will develop public awareness and outreach materials, directed specifically at diverse and vulnerable California communities. The campaign will also develop and leverage effective messaging and materials, an emergency preparedness curriculum, tools and advertisements to promote approaches for Californians to get ready for disaster.

This effort will be informed and supported by other campaign entities (Attachment A) to ensure the ultimate goal of boost community resiliency and engaging one million Californians with linguistically and culturally appropriate content. Specifically, the required elements of the California For All Public Outreach and Education Campaign include many priorities and strategies to ensure an effective effort. In order to accomplish the goal of reaching California's diverse and vulnerable communities in target regional counties across the state, the focus of this campaign must be in these areas:

- Strategic planning, research and counsel to help establish the foundation and evidence to ensure an effective, efficient and successful campaign in terms of messaging, approach, partnerships and outreach strategies.
- Message testing and development and the establishment of a core message platform that will be used to inform and shape all other materials and products developed for this campaign.

- A one-hour California For All curriculum development on emergency preparedness that will offer a condensed, streamlined and linguistically accessible approach for training as many Californians as possible, regardless of their unique needs or capacity limitations. While the 20-hour training of CERT, Community Emergency Response Team, and the Spanish-language 8-hour training of Listos will be made available to communications across the state as part of the California For All Emergency Preparedness Campaign, a newly developed one-hour training will help reach those Californians who are not currently able to access these longer already established programs. This curriculum, which will need to include a complimentary curriculum to follow a train-the-trainer model, will in essence help educate and engage a greater number of Californians and will be developed based on the field analysis and audit conducted and provided by the Support Team (Attachment A).
- Translation and related cultural competency services to ensure all core messages, materials, the one-hour curriculum, and other educational items are also available in the following languages that the [U.S. Census](#) has identified as languages with highest number of low English proficiency, which are: Spanish, Chinese, Vietnamese, Tagalog, Korean and Armenian.
- A suite of materials developed specifically to meet the local needs of diverse and vulnerable communities across the state, as well as, to be used by other campaign entities (Attachment A) to enable their success. This likely includes fact sheets, info-graphics, media kits, briefing materials and presentation templates, social media graphics, Q&A and other collateral pieces.

To be supported, leveraged and amplified by several approaches, but are not limited to:

- Storytelling through film and other current and compelling mediums to highlight stories on the power of volunteering and service (CERT, Listos, AmeriCorps) and other real Californians engaged in this new approach to increase community resiliency, as well as, to share the best examples of peer-to-peer networks being developed by and for the community to foster new public interest in and awareness of emergency preparedness through community organizing. Additionally, strategies must also push narratives that demonstrate progress in how the California For All Emergency Preparedness Campaign is reaching and engaging the target one million Californians.
- Digital platforms and online tool-kits (e.g. website, newsletter, etc.) that will be used as the hub of this effort with all newly developed, and potentially preexisting, preparedness resources, materials, campaign success stories that can be used by other campaign entities (Attachment A) during the course of this effort and in the years to follow. Additionally, these platforms should help reach and educate the very audience this campaign is intending to reach: California's diverse and vulnerable populations. These online platforms should also serve as a registry to showcase the best examples of peer-to-peer network approaches that are developed by local communities.
- Establish thought-leader and collaboration partnerships with top local, statewide and national organizations and entities that may not naturally be connected to local organizing work by other campaign entities (Attachment A).

From member organizations, influential associations and other recognizable community partners and chambers, engaging these entities can further efforts to reach and engage diverse and vulnerable communities. Additionally, they can help create a strong megaphone to leverage their credibility and exposure among the very audiences this campaign aims to engage.

- Earned and paid media, as well as overall positioning to promote key messaging and educational outreach in media markets in, or surrounding, the target county regions of this campaign, as well as, to drive coverage in high-impact, widely consumed and notable news outlets, broadcast stations and platforms. A strong focus will be on language-specific ethnic media to ensure this effort reaches the target audience. Additionally, support is needed with other positioning, strategic writing services and potential speakers' bureau and event sponsorship to ensure message penetration and community engagement.
  - Education and promotional materials that reinforce messaging and goals of the California For All Emergency Preparedness Campaign and the information and resources most important to reach and educate diverse and vulnerable populations. The local engagement process of other campaign entities (Attachment A) will help inform what resources are most necessary, but potential items could include: refrigerator magnets, posters, water bottles, smartphone grips, wallet-guides and vehicle glove compartment guides.
  - Digital promotion and strategy to echo and further extend the reach of campaign strategies to engage the target audience on key platforms and mobile devices. This would be achieved through capitalizing on digital trends, creative development and tactics as well as paid online advertisements.
  - Event production support to host community-wide gatherings, local town-halls and roundtable discussions as activations to engage and mobilize California's diverse and vulnerable communities.
  - Other promotional strategies, creative design and advertisements. This can take the form of many elements that may be deemed necessary by research, input from campaign entities (Attachment A) and other known examples of successfully education and public outreach efforts. Such elements could include public billboards, bus shelters, sponsorships, etc.
- **Prepare a quarterly work plan and reports** for California Volunteers to capture achieved results and completed deliverables, as well as, upcoming deliverables and intended outcomes of all consultants, vendors and campaign projects. Work plans should include key performance indicators (KPI), target audiences, timelines, approaches and justification for any major shifts in the public outreach and education plan and strategies. California Volunteers will review and approve these work plans.
  - **Meet with California Volunteers regularly to remain in-sync.** The project manager and California Volunteers to determine and agree to the best schedule and frequency of meeting times, up to 15 in-person meetings per year.
  - **Ensure the delivery of final resources and materials to campaign entities** (Attachment A). Consider the full demographics and regional proximity of this

campaign, to understand the mailing/delivery needs associated with ensuring all campaign entities obtain the resources and materials they need to be successful in this effort. For instance, there could be up to 20 counties across the state that need to obtain materials and about 400 CERT, Listos and AmeriCorps members that need California For All materials to accomplish their designated roles.

This project manager will need to manage all mailing/delivery needs, but will have some support with hard costs because both Target and Statewide County Community-Based Organization Partners (CBO Partners) will have earmarked budgets within their grant funding to help cover these costs. Depending on the category of county, based on the size and the local needs of their community, CBO partners will have allocated a minimum of \$25,000, \$50,000 or \$75,000 for mailing/delivery of campaign materials. As part of this funding earmark, CBO Partners can also use these funds for local printing of materials created by the California For All Public Outreach and Education Campaign or to tailor specific additional educational materials to support the very specific and urgent needs of vulnerable communities in their county.

- **Retain and manage vendors, consultants and experts** to deliver on the requirements and needs of the California For All Public Outreach and Education Campaign. As project manager, the community-based organization will oversee and direct the selection process to hire vendors and consultants based on their qualifications and expertise to meet and perform the needs of this program. The kickoff conversation at the start of this effort with California Volunteers will help inform and shape the timeline and sequence of needs. Once a third-party entity has been retained, the project manager will manage and be responsible for the outputs during the full lifespan of the designated vendor, consultant or expert on this project.
- **Manage the designated campaign budget** that accomplishes the objectives of the California For All Public Outreach and Education Campaign, as well as, earmarks the following resources:
  - A minimum of \$20,000 to cover travel and California State standard hard costs for the project manager to direct to cover costs for the vendors, consultants and experts they retain. Given the scope of this project, it's unknown how many meetings are associated with this project, the location of those meetings or what vendor/consultant specific travel and hard costs would be; however, please propose an initial budget estimate for these costs based on the Scope Of Work and your best judgment based on your experience with other similar campaigns you have managed.
  - A total of \$200,000 directed to Cal OES to be used during the course of the campaign on emergency preparedness events that reach and engage California's diverse and vulnerable communities.

In addition to the quarterly work plan prepared and submitted to California Volunteers for review and approval, a quarterly budget report is required with proposed program costs and expenses, as well as, a summary of prior budgetary items.

**Additional Requirements and Reporting**

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

Deliverables:

- a. Facilitate a strategic kickoff conversation with California Volunteers at the start of the campaign (within a one month of contract execution) and produce a follow-up plan on how the organization will advance the campaign and approach implementation. The plan should be delivered within two weeks of the kickoff conversation.
- b. Develop and submit a quarterly work plan and reports to capture achieved results and completed deliverables, as well as, upcoming deliverables and intended outcomes of all consultants, vendors and campaign projects. Work plans should include key performance indicators (KPI), target audiences, timelines, approaches and justification for any major shifts in the public outreach and education plan and strategies.
- c. Produce a final report at the end of the campaign as a high-quality and compelling hardcopy and digital document on the full California For All Emergency Preparedness Campaign that provides campaign-wide KPIs, ROI and success strategies and stories, especially to feature real Californians, successful peer-to-peer network approaches, volunteer and service stories and other examples of local-level community impact. California Volunteers must be given the opportunity to inform the scope of this project at the onset, review and approve drafts, and be delivered the final report within 2 months of the conclusion on the campaign.
- d. Manage the designated campaign budget and produce/submit a quarterly budget report with proposed program costs and expenses, as well as, a summary of prior budgetary items.
- e. Retain and manage consultants and vendors to successfully perform and produce the elements of this campaign and associated deliverables.
- f. Ensure the successful completion of campaign requirements and deliverables, as well as, the delivery of final resources and materials to campaign entities.
- g. Meet with California Volunteers regularly to remain in-sync, up to 15 in-person meetings per year.

**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	4/19/19
Final Date for Proposal Submission	5/6/19 at 5pm
Proposal Opening and Review	5/7/19-5/13/19
Notice of Intent to Award	5/14/19
Proposed Award Date	5/21/19
Expected Project Start Date	5/28/19
Project End Date	12/31/20

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

## **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 (15%):**

Provide the California Volunteers application review panel with a project plan that demonstrates initial thoughts on the approach you would take to deliver on this project.

Proposal:

- Provide an initial approach to accomplish the scope of work;
- Identify initial thoughts on milestones, a reasonable timeline, and schedule of deliverables based on the sequence of activities required of other campaign entities (Attachment A);
- Indicate preliminary assumed suggestions on vendors, consultants and experts for this effort;
- Address potential challenges to carrying out the proposed work plan and initial recommendations to address those issues; and
- Offer initial advice to ensure that this is a successful campaign that demonstrates your expertise as a project manager of a major campaign.

#### **II. Qualifications (45%)**

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.

Proposal:

- Describes appropriate professional qualifications for the organization's experience on similar projects and provide examples of project management that reflect the Scope of Work for this project,
- Present experience soliciting, retaining and managing several vendors, consultants and experts.
- Provide evidence of organization's strong financial and cash-flow standing; and
- Provide one letter of recommendation from a third-party contact who can speak to your qualifications on campaigns that were over \$5 million and included the use of several vendors

#### **III. Organizational Track Record (10%)**

Please provide 2 samples of past work, as evidenced by no more than one page per case study example, that gives evidence of quality, financial and project management strength and demonstrates in non-technical language your experience with similar projects.

**IV. Project Management and Staff (15%)**

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

Proposal:

- Availability, flexibility, and willingness to meet regularly on the project;
- Capacity to provide updates when requested to the project leads;
- Ability to adhere to a project schedule and conduct work in a timely fashion;
- Provide your initial recommendations on how we will work together; and
- List the specific members of your team who will likely work on this project and include their background information and bios, as well as, the percentage of their time allocated for this project.

**V. Cost (15%)**

Include an initial breakdown of costs as part of your proposal – per milestone according to the Scope of Work, Additional Requirements and Reporting. Please also clearly indicate the total project administrative costs you will require to engage on this effort.

**SELECTION PROCESS**

Written proposals, including budget estimates, are due 5/6/19. 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.

<b>Project Design / Approach</b>
Provide an initial approach to accomplish the scope of work
Identify initial thoughts on milestones, a reasonable timeline, and schedule of deliverables based on the sequence of activities required of other campaign entities (Attachment A)
Indicate preliminary assumed suggestions on vendors, consultants and experts for this effort
Address potential challenges to carrying out the proposed work plan and initial recommendations to address those issues
Offer initial advice to ensure that this is a successful campaign that demonstrates your expertise as a project manager of a major campaign
<b>Qualifications</b>
Describes appropriate professional qualifications for the organization’s experience on similar projects and provide examples of project management that reflect the Scope of Work for this project,
Present experience soliciting, retaining and managing several vendors, consultants and experts
Provide evidence of organization’s strong financial and cash-flow standing
Provide one letter of recommendation from a third-party contact who can speak to your qualifications on campaigns that were over \$5 million and included the use of several vendors
<b>Organizational Track Record</b>
Please provide 2 samples of past work, as evidenced by no more than one page per case study example, that gives evidence of quality, financial and project management strength and demonstrates in non-technical language your experience with similar projects
<b>Project Management &amp; Staff</b>
Availability, flexibility, and willingness to meet regularly on the project

Capacity to provide updates when requested to the project leads
Ability to adhere to a project schedule and conduct work in a timely fashion
Provide your initial recommendations on how we will work together
List the specific members of your team who will likely work on this project and include their background information and bios
<b>Cost</b>
Include an initial breakdown of costs as part of your proposal – per milestone according to the Scope of Work, Additional Requirements and Reporting. Please also clearly indicate the total project percentage you will require to engage on this effort.

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](http://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:

- *California For All Public Outreach and Education Campaign*
- *RFP# CV18-007*

**DEPARTMENT CONTACT**

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

State Agency: California Volunteers	Grantee:
Name: Justin Knighten	Name:
Phone: 916.323.7646	Phone:
Email: <a href="mailto:Justin.Knighten@CV.CA.GOV">Justin.Knighten@CV.CA.GOV</a>	Email:

Direct all inquiries to:

State Agency: California Volunteers	Grantee:
Section/Unit: Finance & Administration	Section/Unit:
Attention: Kaitlin Meyer	Attention:
Address: 1400 10th Street, 2 <sup>ND</sup> 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 Public Outreach and Education Campaign is a critical element of the campaign to provide the resources and materials to support, leverage and ensure the success of all other campaign entities and their set of priorities. The other entities include:

- 1. Target County CBO and Statewide CBO RFP recipients.** Up to \$8 million is available to fund six Target County Community-Based Organization Partner (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 Community-Based Organizations (Local CBO), 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.

Visit the California For All Emergency Preparedness Campaign website to find and read the full requirements of these important campaign entities:  
<https://californiavolunteers.ca.gov/californiaforall/>.

- 2. California For All Emergency Preparedness Campaign Support Team (Support Team) RFP recipient** will convene all Target and Statewide CBO Partners at least three times during the project to establish program parameters, provide training, and assess results. The Support Team will provide project management support and technical assistance for Target and Statewide CBO Partners. As part of this role, an Advisory Team of representatives from vulnerable communities will be available to provide additional technical support to all Target and Statewide CBO Partners during the lifetime of the project. As Target and Statewide 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.

To support the California For All Public Outreach and Education Campaign, the Support Team will:

- Conduct research on existing emergency preparedness curricula and outreach campaigns for federal, state, and local initiatives, and 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.

Additionally, the Support Team will provide suggestions on effective messages, materials, and outreach approaches.

- Develop a strategy to collect stories of impact from CBO Partners and CERT, Listos and AmeriCorps members affiliated with this effort who are all required to share success stories that can be used as part of the public outreach and education efforts to advance all outreach goals.

Visit the California For All Emergency Preparedness Campaign website to find and read the full requirements of this important campaign entity:

<https://californiavolunteers.ca.gov/californiaforall/> .

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.

Visit the California For All Emergency Preparedness Campaign website to find and read the full requirements of these important campaign entities:

<https://californiavolunteers.ca.gov/californiaforall/>.

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
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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](http://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 CITY STATE ZIP  
 1400 10th Street Sacramento CA 95814

PRINTED NAME OF PERSON SIGNING TITLE  
 Karen Baker Chief Service Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED

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



**PAYEE DATA RECORD**

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

<b>1</b>	<p><b><u>Requirement to Complete Payee Data Record, STD. 204</u></b></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>								
<b>2</b>	<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>								
<b>3</b>	<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>								
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></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:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	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
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						
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><b><u>Privacy Statement</u></b></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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

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

6. SWEATFREE CODE OF CONDUCT:

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