REQUEST FOR PROPOSAL (RFP)

For

California For All Statewide Fire Safe Councils Support Grant

RFP# EP18-009

May 21, 2019

State of California

CALIFORNIA VOLUNTEERS

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

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

May 28, 2019

FAXES and EMAIL WILL NOT BE ACCEPTED IN LIEU OF PROPOSALS

Table of Contents

BACKGROUND 3

PURPOSE OF RFP.....3-4

SCOPE OF WORK.....4-6

KEY ACTION DATES.....6

PROPOSAL INSTRUCTIONS.....6-7

SELECTION PROCESS.....7-9

SUBMISSION PROCESS.....9

DEPARTMENT CONTACT.....10

Attachments to RFP

Exhibit 1 – Standard 213 Agreement

Exhibit 2 – Standard 204 Payee Data Record Form

Exhibit 3 – General Terms & Conditions

Exhibit 4 – Contractor Certification Clauses

Attachment A – California For All Preparedness Engagement Requirements

Attachment B– California For All Preparedness Engagement Activity Sign-in Form

Attachment C - Grant Budget Worksheet Template

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, 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 organizations to provide emergency preparedness education and resources to California's most 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 fund projects focused on increasing the emergency preparedness and resilience for communities and individuals throughout the state. This supports the statewide objective to reach the Campaign benchmark of engaging one million Californians in emergency preparedness.

Eligible Applicants

Applicant will make funding available to California Fire Safe Councils to help Californians better prepare for disasters, using California For All training materials and resources. Applicant will ensure that fire safe councils prioritize vulnerable populations when using this funding.

For the purposes of this RFA, vulnerable populations can be described by social vulnerability factors including social isolation, poverty, language barriers, and other access and functional needs challenges. Vulnerable populations can also be described as geographical areas that have a high disaster risk.

Eligible Entities can be a government agency or non-profit organization that can effectively manage the grant to perform the duties outlined in the grant. Eligible Entities must have prior working knowledge of Fire Safe Councils and have staff that have a strong working knowledge of the Fire Safe Council program.

PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of this Request for Proposal is to provide up to $2 million in grant funds to support California Fire Safe Councils in the effort to engage and prepare Californians in Disaster Preparedness using California For All Training Materials and Resources with a focus on preparing vulnerable populations. This includes building the capacity of current programs and the creation of new programs. Applicant will ensure that 100,000 Californians are engaged in Disaster Preparedness. Applicant will make funding available to new and existing California Fire Safe Councils.

Grant funds may be used for the following:

- Development of new Fire Safe Councils and building the capacity of current Fire Safe Councils with a focus on supporting councils in areas with a high number of vulnerable populations as identified by the California For all Emergency Preparedness Campaign
- Training equipment and supplies

- Production and distribution of California For All preparedness materials and training
- Planning and execution of preparedness activities to engage Californians in disaster preparedness
- Training meetings and workshops
- Community engagement events using California For All preparedness materials and training
- Participation and support with other California For All Emergency Preparedness related activities and events
- Support training events and workshops and conferences related to California Fire Safe Councils and/or the California For all Emergency Preparedness Campaign
- Volunteer Appreciation & Recognition Event (food is not allowed with grant funding)

Staffing
The Applicant may use grant funding to hire staff to coordinate grant funding and support California Fire Safe Councils utilizing this grant funding.

California Fire Safe Councils Support for California For All Emergency Preparedness Campaign
Applicant will utilize funds to support California Fire Safe Councils in partnership with local community-based organizations that have been funded through another California For All Emergency Preparedness Campaign grant to conduct outreach and emergency preparedness training for vulnerable populations, utilizing the California For All Emergency Preparedness Public Outreach and Education Campaign materials.

Training
Applicant may use grant funding to provide for printing of training manuals and materials; instructor stipends and travel support; training equipment, supplies, and materials; logistical support for training and workshops (food is not allowed with grant funding); travel for program managers/coordinators and instructors to attend Fire Safe Council and California For All related training, meetings, and workshops.

Supplies
Allowable equipment includes items that support in-person training sessions to include but not be limited to laptops, software, projectors, portable screens, speaker systems, and other California Fire Safe Council and/or California For All related equipment. Other supplies includes caches of disaster response supplies.

SCOPE OF WORK

The Applicant will support the development of new California Fire Safe Councils and build the capacity of existing California Fire Safe Councils, prioritizing areas with vulnerable populations as identified by the California For All Emergency Campaign.

Applicant will support California For All Emergency Preparedness activities to engage a minimum of 100,000 Californians in disaster preparedness. Applicant will use California For All designed training and activities along with another state vetted training and activities to engage these 100,000

Californians. California Fire Safe Councils, Fire Safe Council Volunteers and California Engagements will be captured by a free technology platform provided by the state.

California For all Emergency Preparedness Campaign materials will be available in English, Spanish, and the next five most spoken languages in California including: Mandarin, Vietnamese, Korean, Tagalog, and Armenian. Applicant will make these materials available in these languages to California Fire Safe Councils as appropriate based on surrounding population demographics.

The Applicant will support a minimum of 50 California Fire Safe Councils with a focus on councils in areas with vulnerable populations.

Administration and Overhead costs

Applicant will be eligible to use up to 5% of the grant for indirect costs such as internal administration and overhead.

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".

Reporting Requirements,

The minimum reporting requirements for the grant include the following:

1. List of California Fire Safe Council and California For All Emergency Preparedness Campaign training and preparedness events held.
2. Copies of sign-in sheets for training and workshops (form to be provided by California Volunteers)
3. Quarterly report to include highlights of training, workshops, and events.
4. Bi-Annual Grant Report

Quarterly Report Schedule

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

Bi-Annual Grant report schedule

Report	Report Period	Due Date
1st Report	June 1, 2019 – December 31, 2019	January 31, 2020
2nd Report	January 1, 2020 – June 30, 2020	July 31, 2020
Final	July 1, 2020 – December 31, 2020	January 31, 2021

1. Grantees will receive a report template for the Quarterly Preparedness Engagement Activities Report and the Bi-Annual Grant Report.

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.

Event	Date
RFP available to prospective Grantees	5/21/19
Final Date for Proposal Submission	5/28/19 at 5pm
Proposal Opening and Review	5/29/19
Notice of Intent to Award	5/31/19
Proposed Award Date	6/7/19
Expected Project Start Date	6/10/19
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 (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:

- How will you work with vulnerable populations and diverse communities?
- How will you work with the California Fire Safe Councils?
- How will you work with the California For All Emergency Preparedness Campaign?

II. Qualifications (30%)

Clearly describe staff qualifications and expertise in this type of project. Include previous experience with volunteer programs 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:

- What is your current experience working with California Fire Safe Councils?
- What is your current experience working with vulnerable populations?
- What is your current experience working with non-English speaking populations?

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:

- Your ability and staff qualifications to implement the Plan to meet Program goals and objectives within the grant performance period.

V. Cost (10%)
Include a breakdown of costs as part of your proposal. Applicant is eligible to allocate a maximum of 5% of the grant for indirect costs such as internal administration and overhead.

SELECTION PROCESS

Responses to the RFP, including budget estimates, are due May 28, 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
How well does the proposal detail the project scope, including how the grant funding will be allocated?
Qualifications
Detail the qualifications of Applicant to perform the duties outlined in your application, including experience supporting and developing Fire Safe Councils and preparedness Programs, training, workshops, exercises, and activities
Communication Style
Demonstrate the ability to effectively describe projects and how grant deliverables will be executed.
Project Management
Demonstrate the staffing and oversight support needed to effectively execute the grant and deliverables.
Cost
Effective breakdown of how the grant funds will be allocated

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.

The following rating sheet will be used to score applications:

RATING SHEET

Control # _____

Rater # _____

Applicant _____

Funds Requested: _____

CATEGORY	TOTAL POINTS POSSIBLE
1. PROJECT DESIGN / APPROACH	40
2. QUALIFICATIONS	30
3. COMMUNICATIONS STYLE	10
4. PROJECT MANAGEMENT	10
5. COST	10
TOTAL	**100**

Each of the above categories contain questions assigned a point value. The point scale is divided into five columns labeled **I, II, III, IV,** and **V**. The Applicant's response to each question is evaluated on the following criteria:

I. **ABSENT:** The response does not address the specific question or a response was not provided.

II. **UNSATISFACTORY:** The response does not completely address the question. The information presented does not provide a good understanding of Applicant's intent, does not give the detailed information requested by the RFP, and/or does not adequately support the proposal or the intent of the Program.

III. **SATISFACTORY:** The response addresses the question and provides a good understanding of the Applicant's intent. The response adequately supports the proposal and the intent of the Program.

IV. **ABOVE AVERAGE:** The response is above average and provides a clear and detailed understanding of the Applicant's intent. The response presents a persuasive argument that supports the proposal and the intent of the Program.

V. **EXCELLENT:** The response is outstanding, with clear, detailed and relevant information. The response presents a compelling argument that supports the proposal and the intent of the Program.

	I	II	III	IV	V
Project Design / Approach (Maximum 45 Points) How well does the Proposal:	**0**	**11.25**	**22.5**	**33.75**	**45**
Detail the project scope including how the grant funding will be allocated					
Qualifications (Maximum 30 Points) How well does the proposal:	**0**	**7.5**	**15**	**22.5**	**30**
Detail the qualifications of the Applicant to perform the duties outlined in your application.					
Communications Style (Maximum 5 Points) How well does the proposal:	**0**	**1.25**	**2.5**	**3.75**	**5**
Demonstrate the ability to effectively describe projects and how grant deliverables will be executed.					
Project Management (Maximum 10 Points) How well does the proposal:	**0**	**2.5**	**5**	**7.5**	**10**
Demonstrate the staffing and oversight support needed to effectively execute the grant and deliverables.					
Cost (Maximum 10 Points) How well does the proposal effectively break down how the grant funds will be allocated?	**0**	**2.5**	**5**	**7.5**	**10**

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 Fire Safe Councils State Support Grant*
- *RFP number – EP18-009*

DEPARTMENT CONTACT

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

State Agency: California Volunteers	Grantee:
Name: Project Lead: Suu-Va Tai	Name:
Phone: 916.524.3964	Phone:
Email: suu-va.tai@cv.ca.gov	Email:

Direct all inquiries to:

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

Exhibit 1

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 10/2018)

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

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	CITY	STATE	ZIP
1400 10th Street	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE
Karen Baker	
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

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

Exhibit 2

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

1

INSTRUCTIONS: Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this **fully completed** form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement.

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

2

BUSINESS NAME *(As shown on your income tax return)*

SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL *(Name as shown on SSN or ITIN) Last, First, MI*

E-MAIL ADDRESS

MAILING ADDRESS

CITY | **STATE** | **ZIP CODE**

BUSINESS ADDRESS

CITY | **STATE** | **ZIP CODE**

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ☐☐-☐☐☐☐☐☐☐

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:

◯ **MEDICAL** *(e.g., dentistry, psychotherapy, chiropractic, etc.)*

◯ **LEGAL** *(e.g., attorney services)*

◯ **EXEMPT** *(nonprofit)*

◯ **ALL OTHERS**

NOTE: Payment will not be processed without an accompanying taxpayer identification number.

☐ **SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC** *(Disregarded Entity)*

ENTER SSN OR ITIN: ☐☐☐-☐☐-☐☐☐☐

Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661)

4

PAYEE RESIDENCY STATUS

☐ **CALIFORNIA RESIDENT** - Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NON RESIDENT** *(see next page for more information)* - 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.

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** | **TELEPHONE** *(include area code)*

SIGNATURE | **DATE** | **E-MAIL ADDRESS**

6

Please return completed form to:

DEPARTMENT/OFFICE | **UNIT/SECTION**

MAILING ADDRESS | **TELEPHONE** *(include area code)* | **FAX**

CITY | **STATE** | **ZIP CODE** | **E-MAIL ADDRESS**

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

1	**Requirement to Complete the Payee Data Record, STD 204** A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business. Payees who do not wish to complete the STD 204 may elect not to 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 and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).
2	Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN. The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.
3	Check only **one** box that corresponds to the payee business type. 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 R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations. Payees must provide **one** of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corportations) will enter their FEIN.
4	**Are you a California resident or nonresident?** 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. 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. 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. 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. 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
5	Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the state agency requesting the STD 204.

Privacy Statement

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.

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.

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.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

GTC 04/2017

EXHIBIT C

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-307

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.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

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 8103) (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, 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 over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

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.

Attachment A - California For all Community Member Preparedness Engagement Requirements

One of the goals of the California for All Emergency Campaign is to utilize volunteers to engage and prepare Californians for Emergency and Disaster situations.

Preparedness engagements can vary depending on the grant, organization, and audience. Programs and counties are encouraged to list different engagement activities into their RFA applications for approval. A running list of approved engagements will also be posted on the CaliforniaVolunteers website at https://californiavolunteers.ca.gov.

Examples of preparedness engagements include:

- Providing California For All Preparedness training and or Activities (this will be available on the https://californiavolunteers.ca.gov website Fall, 2019)
- Providing classroom-based training such as CERT, You Are the Help Until Help Arrives, Stop the Bleed, etc.
- Holding a neighborhood event where participants receive preparedness information and/or training
- Providing a preparedness presentation or training to a community group, faith group, or school
- Holding an exercise or drill for California Fire Safe Council volunteers and/or community members

Preparedness Engagements are to be tracked by performing the following:

- Activities will be tracked using a free online and mobile platform that will be provided by California Volunteers, including the number of people engaged in these activities (training webinars will be available after the grants are awarded)
- Community members engaged will need to be tracked on a California For All Preparedness Engagement Activity Sign-in Form that will be provided by California Volunteers

Attachment B – California For All Engagement Activity Sign-in Form

California For All
Engagement Activity Sign-in Form

Organization Name:	Date:
Event Type:	Program #:
Event Name:	

	Participant Name		Participant Name
1		17	
2		18	
3		19	
4		20	
5		21	
6		22	
7		23	
8		24	
9		25	
10		26	
11		27	
12		28	
13		29	
14		30	
15		31	
16		32	

CALIFORNIA VOLUNTEERS
BUDGET TEMPLATE

BUDGET WORKSHEET (Narrative)		Program Name:		
		Column 1	Column 2	Column 3
A. Personnel Expenses				
Position/Title	Qty	Annual Salary	% of FTE Time Spent on Program	
				$ -
				$ -
				$ -
				$ -
				$ -
			Subtotal - Personnel	$ -
B. Personnel Fringe Benefits (use % of Personnel Exp. and list benefit items if over 30%)				
Purpose		Calculation		
				$ -
				$ -
			Totals:	$ -
C. Staff Travel				
Purpose		Calculation		
				$ -
				$ -
				$ -
			Totals:	$ -
D. Training Equipment, Supplies, and Materials				
Purpose		Calculation		
				$ -
				$ -
				$ -
			Totals:	$ -
E. Other (Background checks, Liability Coverage, CERT Helmet and Vest, etc.)				
Item		Calculation		
				$ -
				$ -
				$ -
				$ -
			Totals:	$ -
F. Contractual and Consultant Services				
Purpose		Calculation	Daily Rate	
				$ -
			Totals:	$ -
			TOTAL BUDGET COSTS	$ -