

# REQUEST FOR QUALIFICATIONS Notice to Prospective Non-Profits RFQ A211007405 Listos California Community Resilience Campaign

You are invited to review and respond to the California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES", **Request for Qualification (RFQ) A211007405**, titled **Listos California Community Resilience Campaign**. In submitting your proposal, please follow the instructions found herein.

Please note that all agreements entered into with Cal OES will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at the Internet site:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

If you have questions, or need any clarifying information, the contact person for this RFQ is:

#### Flora Karami

California Governor's Office of Emergency Services
Purchasing Division, Contracts Unit
contractsunit@caloes.ca.gov

Please submit questions, including requests for hard copies of RFQ documents, to the email address listed above referencing the RFQ number in the subject line of the email. Questions via phone calls or in person are not accepted.

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#### A. PURPOSE AND DESCRIPTION OF SERVICES

The California Governor's Office of Emergency Services (Cal OES) is issuing a Request for Qualifications (RFQ) for support services to Listos California Community Resilience Campaign.

#### **B. QUALIFICATIONS**

Contractor qualifications and licensing requirements, if any, are referenced in Exhibit A, Statement of Work.

#### C. PROPOSAL REQUIREMENT INFORMATION

#### 1. KEY ACTION DATES

The following dates are set forth for informational and planning purposes only and are subject to change.

ACTION	DATE AND TIME
RFQ Available to Prospective Non-Profits	April 8, 2022
Deadline to Submit Questions	April 15, 2022, at 5:00 PM (PT)
Deadline for Responses to Questions	April 20, 2022, at 5:00 PM (PT)
Final Date for Submission of Proposals	April 28, 2022, at 5:00 PM (PT)

#### 2. WRITTEN QUESTIONS

Non-Profits are solely responsible for understanding the scope of work and all requirements, terms, conditions, evaluation criteria, etc., before submitting your proposal. If the language is unclear or ambiguous, it is the Proposer's responsibility to request clarification or assistance before submitting a proposal. Non-Profits may submit questions via email to <a href="mailto:contractsunit@caloes.ca.gov">contractsunit@caloes.ca.gov</a>, referencing the RFQ number in the subject line of the email. To ensure a response, questions must be received by the date given in the Key Action Dates section.

Question and Answer Sets will be provided to all Non-Profits without identifying the submitters.

#### 3. SUBMISSION OF PROPOSAL

- a) Proposal must contain all information requested and must conform to the format described in this RFQ. It is the responsibility of the Proposer to provide a full and accurate response, and any other information deemed necessary, for Cal OES to determine and verify whether Proposer satisfies the requirements and whether the Proposer has the ability to perform the tasks and activities defined in Exhibit A, Statement of Work, attached hereto.
- b) Due to the Covid-19 guidance/restrictions, electronic delivery of the proposal is required. All proposals must be delivered by emailing <u>contractsunit@caloes.ca.gov</u> by the date and time shown in Key Action Dates. It is up to the Proposer to ensure that electronic documents are viewable by Cal OES (provide in standard MS Office and/or Adobe formats for example).
- c) All proposals shall include the documents identified in Section E, Required Attachment Checklist.
- d) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the Proposer and shall not be charged to Cal OES.
- e) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered.
- f) Cal OES reserves the right to disqualify or reject all proposals. The agency is not required to award an agreement.
- g) The proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- h) No oral understanding or agreement shall be binding on either party.
- i) All materials, documents, plans or reports developed in the performance of this agreement shall be the property of Cal OES.
- j) All documents submitted in response to this RFQ will become the property of the State of California.

#### 4. PROPOSAL CONTENT

A proposal must be submitted in response to the RFQ, as specified in RFQ Attachment A.

#### 5. COST PROPOSAL FORMAT AND REQUIREMENTS

Payment for services performed under this agreement will be based on deliverables, hourly rate, as per Attachment 7, Cost sheet.

#### 6. REJECTION OF PROPOSAL SUBMISSIONS

- a) The proposal submission must not contain false or misleading statements or provide references which do not support an attribute or condition claimed by the Proposer.
- b) Unless previously approved by the State through the written questions process identified in Section D, any material submitted by any Proposer in the final proposal submission that is marked "CONFIDENTIAL" or "PROPRIETARY" will cause the entire proposal submission to be deemed non-responsive and rejected.
- c) Cal OES is not required to award a contract. Cal OES reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received and to accept all or any portion of a proposal, if deemed in the best interest of the State and not contrary to law.
- d) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.

#### 7. EVALUATION AND SELECTION

Please provide a proposal that correlates to the topics listed in the table below. Cal OES will evaluate each proposal to determine its responsiveness to Cal OES needs.

#### **EVALUATION CRITERIA**

## A. Project Design/Approach

Provide a project plan that demonstrates initial thoughts on the approach you would take to deliver on this project.

- 1. Provide an initial approach to accomplish the scope of work
- 2. Provide a reasonable timeline, and schedule of deliverables/milestones based on the sequence of activities required of other campaign entities (SOW Attachment A)
- 3. Include an initial breakdown of costs as part of your proposal per milestones referred to in section above.
- 4. Indicate preliminary assumed suggestions on vendors, consultants and experts for this Agreement
- 5. Address potential challenges to carrying out the proposed work plan and initialrecommendations to address those issues
- 6. 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

Clearly describe staff qualifications and expertise in this type of project. Include previous experience with community groups; state, local and federal governments, as well as work in the disaster field and other knowledge and experience specifically related to the core competencies needed to complete this project:

- 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
- 2. Present experience soliciting, retaining and managing several vendors, consultants and experts

# C. Organizational Track Record

Please provide two (2) samples of past work, as evidenced by no more than one (1) 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.

## D. Project Management and Staff

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

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

#### E. AWARD

Please note: In order to award a contract, the apparent winning Contractor will need to complete the items below:

- Payee Data Record (STD 204), which can be viewed and downloaded at the following internet site: <a href="https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf">https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf</a>
- Payee Data Record Supplement (STD 205), which can be viewed and downloaded at the following internet site: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf
- Bidder Declaration (GSPD-05-105), which can be viewed and downloaded at the following internet site: <a href="http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf">http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf</a>
- Contractor Certification Clauses (CCC 04/2017), which can be viewed and downloaded at <a href="https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE">https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE</a>
- Darfur Contracting Act Certification (Pursuant to Darfur Contracting Act of 2008), which can be viewed and downloaded at <a href="https://www.dgs.ca.gov/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/Darfur-Contracting-Act.pdf">https://www.dgs.ca.gov/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/Darfur-Contracting-Act.pdf</a>
- California Civil Rights Laws Certification located at the following internet site: <a href="https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.ashx">https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.ashx</a>

- Iran Contracting Act Certification located at the following internet site: <a href="https://www.dgs.ca.gov/-">https://www.dgs.ca.gov/-</a>
   /media/A7EE965578CA4CC1A63087423C7BED0C.ashx
- Certificate of Insurance and its endorsements as identified in Exhibit E of the attached sample contract

#### F. PERFORMANCE OF SERVICE

- a) Upon award of the contract, the selected non-profit must provide a Certificate of Insurance (COI) within ten (10) working days from award of contract. This COI will identify the required insurance as indicated in the attached Sample Standard Agreement.
- b) Upon award of the contract, the selected non-profit agrees to execute the contract on the State's Standard Agreement (STD 213), including all Exhibits. The Agreement must be signed by an individual authorized to bind the firm contractually.

#### G. AGREEMENT EXECUTION AND PERFORMANCE

- a) Performance shall start not later than ten (10) days after approval of the Contract, or on the express date set by Cal OES and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, Cal OES, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by the second lowest Proposer or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

#### H. TAX DELINQUENT STATUS VERIFICATION

At the time of proposal evaluation, prior to contract award and execution, the State will verify all proposing firms and identified subcontractors as not listed as tax delinquent by the Franchise Tax Board and the California Department of Tax and Fee Administration. Any proposing firms or subcontractor listed as tax delinquent shall result in a proposal rejection and will not be considered for contract award. Proposing firms wanting further clarification can refer to the statute above or to the websites listed below for additional information.

California Department of Tax and Fee Administration – Top 500 Sales Tax and Use Delinquencies in California

https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm

Franchise Tax Board – Top Delinquent Tax Payers <a href="https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html">https://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/corporate-income-tax-list.html</a>

# D. REQUIRED ATTACHMENTS

- 1. Non-Profit Information
- 2. Proposal
- 3. Cost Sheet
- 4. Two (2) Prior Work Samples
- 5. Resumes
- 6. Sample Agreement (reference only)

# ATTACHMENT 1 - NON-PROFIT INFORMATION

1. Non-Profit Name	2. Telepho	one Number	2a. Fax Number ( )				
3. Address							
Indicate the applicable employee and/or corporation number:							
7. Federal Employee ID No. (FEIN)	8. California Corporation No.						
12. <b>Signature</b>	13. Date						

#### **ATTACHMENT 2 - PROPOSAL**

To simplify our review process, we ask that you comply with the format and content requirements detailed in this section. The proposal length should not exceed five (5) double-spaced pages-12pt fonts. Resumes and samples of work are the exceptions to this requirement. Proposals which are clear and succinct, and do not substitute length for substance, will be most favorably received.

Please submit your proposal electronically to <u>contractsunit@caloes.ca.gov</u>. Correlate major sections of your proposal with the proposal narrative instructions provided in Section 7 (Evaluation and Selection) of this RFQ.

# **ATTACHMENT 3 - COST SHEET**

Refer to Exhibit B-1 in the Sample Agreement.

# **ATTACHMENT 4 – WORK SAMPLES**

Please provide two (2) samples of past work, as evidenced by no more than one (1) 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.

# **ATTACHMENT 5 - RESUMES**

Please provide a list of the specific members of your team who will perform a major role in this project and include their background information and resumes as well as the percentage of their time allocated for this project. Resumes should provide evidence that staff meet the qualifications as stated in this RFQ and provides similar services as stated in the Sample Agreement SOW, Exhibit A.

# **ATTACHMENT 6 - SAMPLE AGREEMENT**

Note to Non-Profits: The following pages represent a sample of the Agreement that will be awarded, if any, from this RFQ. Please review it carefully and present any questions in writing to the contact identified for this RFQ.

**SCO ID:** 0690-A211007405

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) STANDARD AGREEMENT A211007405 GOES-0690 STD 213 (Rev. 04/2020) 1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME California Governor's Office of Emergency Services (Cal OES) CONTRACTOR NAME **TBD** 2. The term of this Agreement is: START DATE May 15, 2022, or upon approval, whichever is later, THROUGH END DATE November 14, 2023 3. The maximum amount of this Agreement is: \$9,500,000.00 Nine Million Five Hundred Thousand Dollars and Zero Cents 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 26 Statement of Work (SOW) 1 Exhibit B **Budget Detail and Payment Provisions** 3 Exhibit B-1 Cost Sheet Exhibit C\* General Terms and Conditions Exhibit D Additional Provisions 3 **Attachment** 2 Project Tasks and Deliverables Progress Schedule Attachment Listos California Vulnerable Populations and Areas 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 https://www.dgs.ca.gov/OLS/Resources 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.) **TBD CONTRACTOR BUSINESS ADDRESS** CITY **STATE** Ζ**Ι**Ρ TITLE PRINTED NAME OF PERSON SIGNING CONTRACTOR AUTHORIZED SIGNATURE **DATE SIGNED** 

**SCO ID:** 0690-A211007405

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) STANDARD AGREEMENT A211007405 GOES-0690 STD 213 (Rev. 04/2020) STATE OF CALIFORNIA CONTRACTING AGENCY NAME California Governor's Office of Emergency Services (Cal OES) CONTRACTING AGENCY ADDRESS CITY STATE Ζ**Ι**Ρ 3650 Schriever Avenue Mather 95655 CA PRINTED NAME OF PERSON SIGNING TITLE Heather Carlson Assistant Director, Administrative Services CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable)



# EXHIBIT A STATEMENT OF WORK (SOW)

#### LISTOS CALIFORNIA COMMUNITY RESILIENCE CAMPAIGN

#### 1. OBJECTIVE

In January 2019, Governor Gavin Newsom and state lawmakers invested \$50,000,000.00 through urgency legislation (AB 72) to establish the California for All Emergency Preparedness Campaign, called Listos California. Additionally, the 2021/2022 State Budget allocated ongoing support to Listos California with the aim of bolstering the state's ability to prepare for, respond to, and recover from emergency events, while prioritizing equity in protecting vulnerable and disadvantaged communities and populations.

The California Governor's Office of Emergency Services, hereinafter referred to as "Cal OES" requires XXX, hereinafter referred to as "Contractor", to serve as a project manager and administrative partner to direct and support a Listos California Community Resilience Campaign, including communications efforts through outreach and education and technical assistance and support services to California Community Resilience Campaign grantees (defined below) and other campaign entity partners.

The Listos California Community Resilience Campaign grantees include the following:

- A. Community-Based Organizations (CBOs): these are organizations who serve targeted populations with key social vulnerability factors located in areas at moderate to high risk from natural hazard.
- B. Tribal Governments: these entities increase their communities' disaster preparedness, response, recovery, and mitigation capabilities.
- C. Critical Emergency Response Teams (CERT): these teams provide CERT training to vulnerable and underserved populations, and provide personal protection equipment, background checks, and liability coverage for CERT volunteers.

Listos Campaign partners are individuals and/or organizations that do not fall into the above three (3) categories but are working together with Listos California to share information, services or provide other types of support to advance the mission of the campaign.

Listos California Community Resilience Campaign Goals, include but are not limited to:

- Ensure successful communication strategies, educational resources and materials support, engage and educate local diverse and vulnerable communities
- Ensure grantees and partners have the technical assistance needed to support their outreach and education efforts

- Oversee the use of campaign funds and collaborate with all grantees, campaign entities, subcontractors, consultants and experts engaged to deliver on the various needs of this project.
- Propose an initial budget estimate on how to spend these resources and include administrative costs to cover staffing, travel, hard costs, etc. to administer the funding.
- Ensure target communities have access to linguistically and culturally appropriate content, amplify emergency preparedness messaging statewide, and coordinate with other campaign entities to inform and shape the development, delivery and use of materials.
- Provide the critical resources and materials to support, leverage and ensure the success of all campaign entities and their priorities.

#### **Technical Assistance Efforts**

The contractor will provide technical assistance and support services to California Community Resilience Campaign grantees and Listos Campaign partners, and to create efficient systems for long-term and short-term data collection and reporting for the Listos California Community Resilience Campaign. The services include convening in-person and virtual meetings, creating a data collection/tracking methodology, and training grantees on data collection and best practices.

The Contractor's role as the Technical Assistance to California Community Resilience Campaign is to provide the critical resources and materials to support, leverage and ensure the success of all campaign entities and their priorities.

#### **Outreach and Education Efforts**

This campaign will provide the tools, resources and broader outreach and education support to help vulnerable communities prepare for, respond to and recover from disasters and emergencies in linguistically and culturally appropriate content.

Serving in a lead role, the contractor must have the capacity, infrastructure and expertise to manage the development and implementation of this public outreach and education program with assistance in the form of strategic counsel and guidance from Cal OES to ensure all projects meet the guidelines and intent of the campaign.

The selected contractor will create, disseminate and provide materials and services in support of grantees who will be providing peer-to-peer education and training to help make California's most vulnerable communities more resilient to disasters.

All documents, drafts, and final products developed for purposes of this contract must be sent to the Contract Manager in an editable digital file.

#### 2. TERM/PERIOD OF PERFORMANCE

- A. The period of performance for the Agreement shall be May 15, 2022, or upon approval, whichever is later, through November 14, 2023, with the option to extend for one (1) additional eighteen (18) month term at the original rates evaluated and considered.
- B. The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until the Agreement has been fully executed. Any delivery or performance of service that is commenced prior to the execution of the Agreement shall be considered voluntary on the part of the Contractor and non-compensable.
- C. Consistent with the terms and conditions of the original solicitation, and upon mutual consent, Cal OES and the Contractor may execute written amendments.

#### 3. BUDGETED AMOUNT

The initial award of this Agreement shall not exceed \$9,500,000.00 and there is no obligation on Cal OES' part to utilize the entire amount. Any increases in the budgeted amount will be at the rates evaluated and considered herein.

#### 4. QUALIFICATIONS

- A. **Minimum** Qualifications the contractor must have at the time of Contract execution:
  - The Contractor must have organizational experience managing or supporting statewide and local campaigns similar to the size, scope and complexity of services required in the Statement of Work, preferably those connected to multimedia efforts, to engage and educate communities around specific community issues and priorities.
  - 2. The Contractor must have the experience and the ability to take lead and collaborate with several selected vendors, consultants and other third parties, as deemed necessary, to engage in this effort.
  - 3. The Contractor must be listed in good standing with both the California Secretary of State and the Franchise Tax Board.

#### 5. PROJECT TASKS AND DELIVERABLES

The Contractor must perform project tasks and/or deliverables including, but not limited to, the following according to the time schedule provided in Attachment A:

#### 1. Campaign Management

- Contractor shall coordinate a team to lead and drive campaign objectives, with oversight from Cal OES.
- II. Direct and oversee subcontractors, partners, and vendors, such as those providing graphic printing and studio services
- III. Manage the designated campaign budget that accomplishes the objectives of the Listos California Campaign. Updates to be provided in the monthly and quarterly reports
- IV. Review existing campaign assets to inform outreach and education plan
- V. Maintain and drive ongoing campaign calendar
- VI. Coordinate, facilitate and participate in meetings and weekly conference calls, as outlined in Ongoing Communications and as directed by Cal OES, to successfully drive campaign objectives
- VII. Provide quarterly written reports and updated plans and timelines
- VIII. Provide technical assistance to Cal OES and its partners, as directed by the state
- IX. Work with local and statewide community partners, allowing them to leverage the statewide strategy and assets, including collateral and earned media to support local partner communications efforts
- X. 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.
- XI. Message testing, 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.
- XII. Translation and related cultural competency services to ensure all core messages, materials and other educational items are also available in the state threshold languages. Cal OES reserves the right to identify other languages if needs arise.
- XIII. Leverage existing materials and develop new materials as deemed appropriate to specifically meet the local needs of diverse and vulnerable communities across the state. Including, but not limited to: fact sheets, infographics, media kits, briefing materials and presentation templates, social media graphics, Q&A and other collateral pieces.

- XIV. Push public awareness and outreach materials
- XV. Effective messaging and materials on emergency preparedness, response and recovery curriculum; and deploy focus groups/message testing as needed throughout the campaign to ensure it is driving engagement.
- XVI. Work with tools and advertisements to promote approaches for Californians to know how to respond in the event of a natural disaster or emergency.
- XVII. Track and document the effectiveness of the public education campaign; and adjust the campaign based on key performance indicators (KPIs).

Contractor will deliver a written Campaign Management Plan to Cal OES for review and approval within 15 days of contract execution.

#### 2. Communications Plan

In addition to the Campaign Management Plan, the Prime Contractor will develop a scalable strategic outreach and public relations plan and timeline (Communications Plan) that drives a local, regional and statewide coordinated outreach effort.

The outreach and education plan will outline how Contractor will creatively utilize paid and earned media, strategic partnerships, and creative tactics to communicate the importance of being prepared for, responding to and recovering from an emergency or disaster.

Contractor is encouraged to think creatively and utilize technology, such as mobile devices and social media, to recommend innovative ways to communicate to vulnerable communities effectively and quickly.

Contractor shall collaborate efforts with Cal OES to ensure the following:

- I. Identify key messages
- II. Identify and develop best messaging tactics through consumer and focus group test messaging
- III. Messaging and tactics outlined in the strategy are current, responsive and effective.
- IV. Curate content to ensure messaging and tactics appropriately and effectively target local and statewide vulnerable populations.

- V. Identify and use KPI's and other outreach tracking methods as necessary to ensure messaging is effectively reaching intended audiences and adjust as necessary.
- VI. Regional efforts are being complemented.
- VII. Efforts and resources are not duplicated.

The Communications Plan shall also include innovative tactics and tools that can be used to identify, report, track, and rapidly respond to misinformation campaigns, which target vulnerable communities and discourage disaster readiness.

The Contractor will seek additional insight and feedback from local vulnerable communities on the needs, barriers and solutions to increase the communities' access and understanding of preparedness, response and recovery resources, including but not limited to:

- I. Best outreach practices
- II. Existing barriers to accessing resources
- III. Ethnographic insight
- IV. Specific community needs
- V. Other information as needed

Contractor will deliver written Communications Plan to Cal OES for review and approval within 15 days of contract execution.

That plan must contain the at least the following three components:

#### 1. Messaging

## a. Message testing plan

Review existing research, testing and findings from the prior Listos California Campaign efforts. This relevant information from the previous implementation of the campaign for the development of the campaign, shall include, but not limited to:

- 1) Prior messaging
- 2) Existing materials
- 3) Key metrics and/or data points
- 4) Successes
- 5) Lessons learned

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Contractor shall develop a message testing plan that identifies vulnerable population message testing gaps in California leading to a plan that resonates within the local and regional populations.

Plan must include how Contractor will conduct initial strategic message testing efforts in vulnerable communities, within 60 days of contract award, to address any gaps.

Testing findings shall provide research-derived insights and help advise strategic campaign components.

Message testing will be conducted in defined populations in languages determined necessary by Contractor in conjunction with the State.

Contractor must identify opportunities to message test in California's vulnerable populations and locations. Contractor will assist the state, and media and community partners in coordinating California message testing efforts.

#### b. Message development

The developed statewide messaging shall creatively and effectively communicate the importance of disaster preparedness, response and recovery to California's vulnerable communities. The State requires the Prime Contractor to prioritize campaign efforts for and provide tailored media strategies for reaching the following vulnerable populations:

- 1) People with Disabilities;
- 2) Seniors/Older Adults;
- 3) Individuals and Families Experiencing Homelessness;
- 4) Areas with Geographically Isolated Individuals or Families/Low Broadband Subscription;
- 5) Immigrants and Refugees;
- 6) Farmworkers; and
- 7) Households with Limited English Proficiency.

Statewide messaging must integrate audience segmentation, which considers characteristics used to segment an audience, such as: demographics, language, geography, attitudes, needs, motivations, and previous engagement with or response to government programs. Vulnerable populations face physical, economic, social, and cultural

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barriers to prepare for, respond to and recover from emergencies and require careful consideration and additional outreach and strategic messaging.

Statewide messaging must be inclusive to address the general California population, yet culturally and regionally adaptable for effective outreach in vulnerable communities.

Messaging must reach statewide and pay careful consideration to regions as described in Attachment B.

Contractor shall provide direction to subcontractors and develop campaign messaging content that conveys the importance of preparing for, responding to and recovering from disasters and emergencies.

Messaging shall be culturally relevant and reflective of California's diversity. Statewide messaging must be inclusive and universal to address the general California population, yet culturally and regionally adaptable for effective outreach in vulnerable communities.

Statewide messaging must integrate audience segmentation, which considers characteristics used to segment an audience, such as: demographics, geography, attitudes, needs, motivations, and previous engagement with or response to government programs. Vulnerable populations face physical, economic, social, and cultural barriers to disaster readiness and require careful consideration and additional outreach and strategic messaging.

Messaging must be timely and inform Californians about critical updates and resources, as identified by Cal OES.

#### 2. Outreach and Education Plan

Contractor will develop a scalable outreach and education plan that outlines strategic tactics, including ethnic media tactics, and timelines for creating and placing communications throughout the state, in vulnerable communities.

The plan must include innovative solutions for identifying, tracking and rapidly responding to misinformation.

The plan must include tailored recommendations for reaching vulnerable populations statewide and regionally, effectively and economically, and must include how ethnic and community-based media partnerships will be utilized.

The Prime Contractor is highly encouraged to work with ethnic media vendors/partners/ subcontractors, to produce strategic, in-language, media content.

The plan shall consist of detailed strategies and implementation timelines for tactics such as, but not limited to:

- 1) Earned media
- 2) Paid media
- 3) Social media
- 4) Innovative Solutions and Tools
- 5) Digital Media
- 6) Community Outreach Collaboration
- 7) Managing Misinformation
- 8) Rapid Response

#### 3. Implementation

#### a. Media Buys

The Contractor must use commercially reasonable efforts to negotiate the most cost-effective media buy-outs, capped at ten (10) percent mark-up, and added value components. The Prime Contractor shall name suggested subcontractors.

A cost-effective and scalable paid media plan must be able to balance the need to drive statewide disaster messaging, and effectively reach VULNERABLE populations, utilizing ethnic and community-based media. It may include, but not limited to:

- 1) Television (TV) Broadcast and Cable TV with a broad reach in varied day parts and programming, and DRTV placement
- 2) Radio, out-of-home, print, direct mail and e-mail, and paid digital media including premium and programmatic display, and mobile advertising to support and extend the mass media campaign
- 3) Integration of the paid media strategy with other digital efforts (Social Media, Paid Social and Search Engine Marketing)

The Contractor will:

- 1) Research statewide, regional, and ethnic media buy opportunities, targeting VULNERABLE communities
- 2) Name ethnic media subcontractors
- 3) Budget and negotiate media purchasing
- 4) Ensure media-buys have added value components
- 5) Give preference to ethnic-owned and directed media outlets, prevalent with VULNERABLE communities
- 6) Finalize media buy contracts and oversee implementation and production process
- 7) Provide timely updates to state, to effectively collaborate media buys with federal and regional buys

#### **B.** Production

The Contractor shall use commercially reasonable efforts to negotiate the most cost-effective vendor and talent agreements. The Prime Contractor shall name suggested subcontractors, and prioritize ethnic media, in communications plan.

The Contractor will:

- 1) Identify and secure effective and culturally relevant messengers and/or talent for advertisements, based on vulnerable audience(s)
- 2) Budget and negotiate talent contracts, if applicable
- 3) Develop effective messaging, scripts, and creative
- 4) Provide spokesperson training
- 5) Staff messengers, if applicable
- 6) Oversee production process
- 7) Provide timely updates to the state

#### C. Translation Services

The Contractor shall use reasonable efforts to negotiate the most costeffective translation agreements. The Prime Contractor should name suggested subcontractors in communications plan. The Contractor must ensure cultural accuracy and comply with the state's language accessibility standards.

Contractor must coordinate with Cal OES and contracted partners.

#### The Contractor will:

- 1) Secure professional and quality translation services to translate messaging, advertisements, scripts, etc., as directed by the state.
- 2) Have the capacity, directly or indirectly, to provide certified and timely translation services for California's threshold languages, and other languages as designated by Cal OES.
- 3) Have capacity, directly or indirectly, to check quality of translations.

#### D. Collateral Development

The Contractor shall develop corresponding collateral assets that further the outreach and education efforts.

#### The Contractor will:

- 1) Recommend the development of additional campaign collateral materials to support preparedness, response and recovery emergency efforts in California's vulnerable communities
- 2) Develop innovative solutions to address the unique challenges facing the emergencies and disasters
- 3) Develop, pre-test, produce, place and evaluate creative concepts for, and approved by Cal OES
- 4) Be responsible for the printing and cost of printing campaign materials and collateral.

Such materials include but are not limited to:

- 1) Fact sheets
- 2) Infographics
- 3) Media kits
- 4) Videos
- 5) Sound bites
- 6) Graphics
- 7) Other collateral as needed.

Use this information to develop various outreach and educational tools and resources included but not limited to:

- 1) Informational booklets
- 2) Factsheets
- 3) Social media content
- 4) Website pages
- 5) Videos
- 6) Other creative ideas as needed

Prime Contractor will work with and direct subcontractors to fulfil campaign needs.

The Prime Contractor and Cal OES shall be involved in any subcontractor testing efforts and provide strategic input to align efforts to successfully address the objectives of Listos California campaign.

Contractor will work with Cal OES for review and approval.

#### Cadence to include:

- No later than 15 days upon contract execution: initial meeting, which will result in formulating a draft plan on how the Contractor and Cal OES will work together, plan for campaign, and other roles and responsibilities
- 2) No later than 45 days upon contract execution: Written plan to confirm how the Contractor and Cal OES will work together, campaign plan and other roles and responsibilities
- 3) No later than 90 days upon contract execution: Begin implementation of the campaign, as approved by Cal OES

#### E. Recommended Tools and Activities

Contractor can recommend additional tools and activities that support the Listos California campaign objectives, including using the following tactics:

i. <u>Storytelling</u> through film, digital platforms and other compelling mediums to highlight stories 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 Listos California Campaign is reaching and engaging Californians.

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- ii. <u>Digital platforms and online toolkits</u> (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 during 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.
- iii. 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. 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 amplify credible messaging to the very audiences this campaign aims to engage.
- iv. <u>Event production to support</u> at minimum 10 community events including hosting community-wide gatherings, local town-halls and roundtable discussions (virtual or in person), as activations to engage and mobilize California's diverse and vulnerable communities.
- v. 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 grantees and partners. Such elements could include public billboards, bus shelters, sponsorships, etc.

# 4. Ongoing Efforts with Grantees and other partners

A. Serve as primary point of contact for grantees throughout the state of California to ensure campaign coordination, including providing grantees and partners access to digital and print material, messages, resources, or guidance created for the campaign. The goal of this is to ensure campaign cohesion among all relevant parties, to ensure the grantees are using the appropriate material for their local and statewide outreach efforts.

Contractor shall provide a team of experts with a designated phone number and email address (designated by Cal OES) available to all grantees and partners to ask questions and/or send request for guidance or clarification.

- B. Coordinate with other Listos contractors throughout the state of California as required to fulfill this Agreement deliverables as directed by Cal OES Contract Manager.
- C. Work with grantees and campaign entities to ensure local and statewide outreach and education efforts. The Contractor will be required to work closely with these entities to distribute educational materials and media kits for distribution to the general public, within directed budget restrictions and clearly meet project/product expectations.
- D. Contractor shall coordinate with other Listos contractors to provide the following, including but not limited to:
  - i. Print material required for any of the Agreement tasks and deliverables
  - ii. Marketing material and services including but not limited to:
  - iii. Graphic design services
  - iv. Media announcements Toolkits
  - v. Newsletter Content
  - vi. Social Content
  - vii. Booklets/Pamphlets
- E. **Plan convenings** to meet in person (COVID restrictions permitting) a minimum of three (3) times during a calendar year of all grantees, subject matter experts and other partners throughout the state of California. Contractor will work with project manager to define, including but not limited to, topics, roles and responsibilities, next steps, milestones, agenda, resources and other needed items for the meeting. The goal of these high-level convenings are to bring partners together in person and/or virtually to ensure campaign cohesion, collaboration and level-setting to ensure the objectives of the campaign are being met locally and statewide.

Contractor shall provide the following services for the grantee convenings, including but not limited to:

- i. Find the appropriate venue and make the reservation
- ii. Make announcements and provide marketing services to inform the target audience about the importance of the conventions

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- iii. Invite the grantees, subject matter experts and other partners via email, social media or mail
- iv. Provide all the meeting material including digital and print
- v. Provide meeting agenda and program
- vi. Provide a comprehensive report that includes the meeting minutes, number of participants, next steps and action items.
- F. **Build out a data collection/tracking methodology** and track engagement results and provide a digital report to Cal OES on comprehensive outreach and campaign results.
  - Contractor to work with Cal OES contract manager to define and implement, including but not limited to, tools and resources needed to implement data collection/tracking methodology.
  - II. This information will be included in the monthly report.
  - III. The goal of this is to ensure partners are reaching their relevant audiences and community through their engagement work.
  - IV. In addition, this helps identify gaps that would need to be filled to fulfill the campaign objective.
- G. **Develop a strategy to collect stories of impact** of this effort informed by grantees, the Contractor and Cal OES staff. Contractor to work with contract manager to define, including but not limited to, the mechanism and tools needed to implement this work.
  - I. The goal of this storytelling, information gathering effort is to ensure the campaign has a record of the good work happening locally and statewide through grantees and other partners to help communities be prepared, respond to and recover from natural disasters.
  - II. These stories would also be used publicly in outreach and education efforts and to present to gatherings of grantees.

Contractor shall obtain the stories of impact via the following, but not limited to, actions:

- 1) Events
- 2) Social media
- 3) Other engagement opportunities

4) Other Listos contractors or partners

- H. Work with grantees to create a resource list of stakeholders that have been engaged or that the local government or community believes should be engaged in disaster preparedness, response and/or recovery throughout the state of California.
  - To include, but not limited to: nonprofits, CBOs, faith communities, public entities, and other stakeholders that may be relevant to the campaign
  - ii. This resource list is to be updated regularly and provided to the Cal OES contract manager in a digital format, including, but not limited to organization name, contact information and background.
  - iii. The goal of this list is to ensure that there is an inventory of contacts available locally and statewide on preparedness, response and recovery outreach and education.
  - iv. This will help create cohesion for the campaign objective.

#### I. Ensure the delivery of resources and materials to campaign entities.

- i. The project manager will need to manage all mailing/delivery needs, including shipping costs.
- ii. Consider the full demographics and areas 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.
- iii. Resources and materials are subject to change throughout the campaign as updates are made or needed

# J. Facilitate communication and idea sharing between grantees via online tools and best practices.

- i. Contractor to work with Cal OES contract manager to create a structured process of generating, capturing, discussing and improving, organizing, evaluating and prioritizing valuable insight or alternative thinking as well as the mechanism and tools needed to implement an idea sharing network or platform.
- ii. Communication sharing will help ensure grantees are in continual and constant communication with each other on outreach and education efforts that could benefit others in the group.
- iii. This helps create cohesion for the campaign objective.

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Contractor shall manage the implemented idea sharing network by performing the following, but not limited to, actions as an ongoing process:

- iv. Ensure all grantees have access to the platform
- v. Perform any required technical troubleshooting to ensure the information can be shared, viewed and accessed
- vi. Suggest corrective actions to Cal OES based on shared ideas
- K. Develop training material and train grantees throughout the state of California on data collection/tracking methodology to document the number of individuals engaging in emergency preparedness, response, recovery and other program results. The goal of this training is to ensure grantees are providing accurate and reliable data, inputting that data correctly and properly representing the outreach work done locally and statewide.

Contractor shall provide a complete training package that provides training on the following, but not limited to, subjects:

- I. Method of reaching vulnerable Californians
- II. Determine audience reach or impact
- III. Documentation

#### 5. Ongoing Communication with Cal OES

- A. **Designate an onsite strategist**, separate from the contractor's project manager, who will work onsite with the Cal OES Crisis Communications and Public Affairs Team, including, but not limited to:
  - i. Location: Cal OES Headquarters, located at 3650 Schriever Ave, Mather, CA 95655.
  - ii. Hours: Services may be required on weekdays, weekends, and holidays (statewide COVID safety guidelines will be followed, with adjusted guidelines and revised practices as guidance evolves), and be available to provide on-call technical assistance,
  - iii. Role: Liaison between Cal OES, grantees and the project manager throughout the duration of the campaign.
- B. Weekly campaign calls with Cal OES, facilitated by the Contractor. Contractor shall perform the following tasks, including but not limited to:

- i. Invite the grantees and other partners
- ii. Provide any required meeting material
- iii. Provide meeting agenda and program
- iv. Provide next steps and action items
- v. Reports on misinformation monitoring, paid ad performance (social, digital, radio, etc.), content performance
- vi. Frequency can be adjusted during campaign contract
- vii. Calls to begin immediately upon contract execution.
- C. **Planning calls, every week with Contractor**, Cal OES, grantees and other partners, to include, but not limited to:
  - i. Frequency is subject to change during campaign contract as determined by Cal OES.
  - ii. Invite the grantees and other partners
  - iii. Provide any required meeting material
  - iv. Provide meeting agenda and program
  - v. Provide next steps and action items

#### D. Monthly report to include, but not limited to:

- i. Proposed program costs and expenses
- ii. Summary of prior budgetary items.
- iii. Travel related expenses
- iv. Progress on all the Agreement tasks and deliverable based on the due dates specified in Attachment A.

Cal OES will review and approve these reports.

Monthly reports are due on the last business day of every month through the length of the contract.

- E. Quarterly Written Reports outlining statewide and regional media prime and subcontractor efforts:
  - i. Updated communications plan
  - ii. Updated strategic timeline
  - iii. Messaging and branding progress

- iv. Creative development progress and placement
- v. Media purchasing progress, budget and results
- vi. Media Analytics
- vii. Media partners
- viii. Subcontractor activities
- ix. Achieved results and completed deliverables
- x. Upcoming deliverables
- xi. Intended outcomes of all consultants, vendors and campaign projects
- xii. Key performance indicators (KPI)
- xiii. Target audiences
- xiv. Timelines
- xv. Approaches
- xvi. Justification for any major shifts in the plan

Cal OES will review and approve these reports.

Quarterly reports are due no later than seven business days from the start of each quarter.

### F. Strategy Adjustments

- i. Contractor must develop a flexible outreach and educations strategy and ensure it is adapted and updated in-real-time to reflect shifts in regional, ethnic, and local needs, shifts in the political climate, and reflect disaster or emergency updates.
- ii. Contractor must have adequate support staff, and/or identified partners and subcontractors, to accomplish scope of work objectives.
- iii. The Contractor shall provide copies of studies, research and calculations used to substantiate the facts used in advertisements.

### 6. Final Report

Upon campaign completion, Prime Contractor shall provide the state with a final report, detailing prime and subcontractor campaign results:

- I. Campaign highlights and wins
- II. Summary and timeline of overall efforts
- III. Summary of regional and ethnic strategies and efforts
  - i. Collateral buys
  - ii. Media buys
  - iii. Budget summary
  - iv. Testing Results
  - v. Added value media
  - vi. Summary of collaboration efforts with grantees
  - vii. Summary of collaboration efforts with other partners
  - viii. Summary of collaboration efforts with Local Complete Count Committees
  - ix. Regional and ethnic findings
- IV. Draft advertisements and creative designs
  - i. Effectiveness/viewership results data
- V. Analytics and statistics
  - i. Online click-thru rates
  - ii. Television and radio impressions
  - iii. Social media impressions and clicks

### 6. ACCEPTANCE OF SERVICES

Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. The approval process is outlined in the Performance Section of this SOW. Acceptance criteria shall consist of the following:

A. The Contractor is responsible for obtaining approval from Cal OES Contract Manager before beginning any services.

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- B. The Contractor shall meet all timelines and deliverable due dates as described herein.
- C. It shall be Cal OES' sole determination as to whether services have been successfully completed and are acceptable.
- D. The Contractor costs related to rework of unacceptable work products shall be costs of the Contractor and shall not be billed to Cal OES.

### 7. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall provide all equipment and/or software necessary to perform the required duties outlined herein.
- B. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- C. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide qualified and suitable substitute personnel.
- D. The Contractor shall notify Cal OES, in writing, of any changes to the personnel assigned to the tasks. The substitute personnel shall meet all requirements and must be approved in advance of any performance under the Agreement by Cal OES via an approved Amendment.
- E. The Contractor personnel assigned to the tasks are considered consultants under California law. The Fair Political Practices Commission (FPPC) requires consultants that make or participate in governmental decisions comply with state financial disclosure rules and take ethics training. A consultant must file a Statement of Economic Interests (Form 700) within 30 days of assuming office. This form is for the Cal OES' internal use and should be maintained by the Cal OES in the same manner as the agency's conflict of interest code. For more information, refer to the FPPC website www.fppc.ca.gov and Regulation 18700.3 and 18734.
- F. Contractor shall obtain prior authorization in writing from Cal OES Contract Manager for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. The contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three (3) competitive quotations shall be submitted, or adequate justification provided for the absence of bidding.
- G. The contractor shall obtain Cal OES' approval for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable

training seminar, workshop or conference and over any reimbursable publicity or educational materials to be made available for distribution.

- H. The contractor shall acknowledge the support of Cal OES when publicizing the work under the contract in any media.
- I. The contractor shall maintain books, records, documents, and other evidence pertaining to the reimbursable costs and any matching costs and expenses and to hold them available for audit and inspection by the State for three years.

### 8. CAL OES RESPONSIBILITIES

- A. Cal OES shall designate a person to whom all Contractor communication will be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. Cal OES shall provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.

### 9. PERFORMANCE AND DISPUTE RESOLUTION

Cal OES will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed, or the products produced by the Contractor fail to meet Cal OES' conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. Cal OES will notify the Contractor of such problems in writing within ten (10) business days.
- B. The Contractor must respond to Cal OES within five (5) business days after initial problem notification. The response shall include a corrective action plan and detailed explanation of how the Contractor plans to mitigate the issue.
  - i. Failure by the Contractor to respond to Cal OES' initial problem notification within the required time limit may result in immediate termination of the Contract. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all work accepted prior to termination.
- C. Cal OES will, within ten (10) business days after receipt of the Contractor's corrective action plan, notify the Contractor in writing whether it accepts or rejects the plan.

- i. If Cal OES rejects the corrective action plan, the Contractor will submit a revised plan within three (3) business days. Failure by the Contractor to respond to Cal OES' notification may result in immediate termination of the Agreement.
- D. Upon receipt of the revised corrective action plan, Cal OES will notify the Contractor in writing whether it accepts or rejects the revised plan within ten (10) business days.
  - i. Rejection of the revised corrective action plan will result in immediate termination of the Agreement.
- E. In the event of Agreement termination, Cal OES shall pay all amounts due to the Contractor for all work accepted prior to termination.

### 10. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to Cal OES' attention. There may be instances where the severity of the problem(s) justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate Cal OES personnel. Cal OES personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The relevant Cal OES personnel include, but are not limited to, the following:

First level: Diana Crofts-Pelayo, Assistant Director

(916) 845-8483

Diana.Crofts-pelayo@caloes.ca.gov

Second level: Brian Ferguson, Deputy Director

(916) 845-8447

Brian.Ferguson@caloes.ca.gov

Third level: Lisa Mangat, Chief Deputy Director

(916) 845-8542

Lisa.Mangat@caloes.ca.gov

### 11. TERMINATION OF AGREEMENT

Cal OES reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. In the event of such termination, Cal OES shall pay all amounts due the Contractor for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

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A. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on Cal OES' notification to the Contractor.

- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or Cal OES' premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
- C. The Contractor may submit a written request to terminate this Agreement only if Cal OES should substantially fail to perform its responsibilities as provided herein.

#### 12. SUBCONTRACTING PROVISIONS

- A. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- B. Contractor shall obtain prior authorization in writing from Cal OES Contract Manager for any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. The contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three (3) competitive quotations shall be submitted, or adequate justification provided for the absence of bidding.
- C. Cal OES reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- D. All subcontractors must meet or exceed the minimum qualifications for the project team personnel set forth in section 4, Qualifications.
- E. Nothing contained in this Agreement shall create any contractual relationship between Cal OES and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to Cal OES for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- F. If a subcontractor is a California Certified Small Business and/or Disabled Veteran Business Enterprise, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- G. The Contractor's obligation to pay its subcontractors is an independent obligation from Cal OES' obligation to make payments to the Contractor. As a result, Cal OES shall

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have no obligation to pay or to enforce the payment of any monies to any subcontractor.

### 13. AUTHORIZED REPRESENTATIVES

The authorized representatives during the term of this Agreement are identified in the tables below. Changes to the Authorized Representatives are allowed without contract amendment via written notice to the representatives identified below.

For service-related inquiries:

The California Governor's Office of Emergency Services		Contractor Name	
NAME:	Contract Manager, Claudia Coons, Information Officer II	NAME:	TBD
ADDRESS:	3650 Schriever Way, Mather, CA 95655	ADDRESS:	
PHONE:	(916) 926-9017	PHONE:	
EMAIL:	Claudia.Coons@caloes.ca.gov	EMAIL:	

### For Agreement administrative inquiries:

The California Governor's Office of Emergency Services		Contractor Name	
NAME:	Flora Karami, Contract Analyst	NAME:	TBD
ADDRESS:	3650 Schriever Avenue Mather, CA 95655	ADDRESS:	
PHONE:	(916) 845-8808	PHONE:	
EMAIL:	Flora.Karami@caloes.ca.gov	EMAIL:	

## EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

- 1. Payment for services performed under this Agreement shall be in accordance with the Cost Sheet, Exhibit B-1. It shall be Cal OES' sole determination as to whether a service has been successfully completed and is acceptable.
- 2. Invoices shall be submitted after services are rendered and shall include the following information:
  - A. Agreement No.
  - B. Contractor
  - C. Service
  - D. Itemized Cost
  - E. Invoice Date

Invoices shall be due and payable, and payment shall be made, only after Cal OES' Contract Manager's acceptance of services.

- 3. The Contractor's costs related to items such as travel and per diem shall be inclusive in the Cost Sheet, Exhibit B-1, and **will not be paid separately** as part of this Agreement.
- 4. Submit invoices to:

# California Governor's Office of Emergency Services Accounting Unit

APInvoices@caloes.ca.gov

- 5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, Cal OES shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- 6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, Cal OES shall have the option to either cancel this Agreement with no liability occurring to Cal OES or offer an amendment to the Contractor to reflect the reduced amount.
- 7. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

### EXHIBIT B-1 COST SHEET

The Contractor shall provide all labor, materials, equipment, and every other item of expense, direct or indirect, necessary to complete the services in accordance with the specifications described in the Statement of Work, Exhibit A, at the rates specified below. Cal OES makes no guarantee, expressed or implied, on the actual amount of services/hours that shall be required for this Agreement, and reserves the right to omit portions or quantities of work, as may be deemed necessary. Payment for service performed under this Agreement shall be for actual expenditures incurred on reimbursement basis. The rates referenced below shall be binding for the term of the Agreement.

NO.	DESCRIPTION	Estimated Hours*	HOURLY RATE	EXTENDED PRICE
1	Onsite Strategist (not to exceed \$250,000)			
	DESCRIPTION	Estimated Hours*	HOURLY RATE	EXTENDED PRICE
2	Campaign Management (Add positions and hours below)			
			T	
3	DESCRIPTION	Estimated Hours*	HOURLY RATE	PRICE
	Implementation (Add positions and hours below)			

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		1	ı	
	DESCRIPTION	Estimated Hours*	HOURLY RATE	PRICE
4	Ongoing efforts with grantees and other partners (Add positions and hours below)			
		T	_	
	DESCRIPTION	Estimated Hours*	HOURLY RATE	PRICE
5	Ongoing communication with Cal OES (Add positions and hours below)			
6	DESCRIPTION	Estimated Hours*	HOURLY RATE	EXTENDED PRICE

California Governor's Office of Emergency Services

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<b>Final report</b> (Add positions and hours)			
GRAND TOTAL (not to exceed \$9.5 million)			

<sup>\*</sup>Estimated hours are for evaluation purposes only and will not be included in the actual contract.

# EXHIBIT C GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTCs) are hereby incorporated by reference and can be accessed by visiting the following links:

Non-IT Services General Terms and Conditions (Rev. 04/2017):

https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.ashx?la=en&hash=04E212331938533CCF1EC73EB0BC1FDCBADAC601

## EXHIBIT D ADDITIONAL PROVISIONS

#### 1. INSURANCE

The Contractor <u>shall submit original</u> Certificates of Insurance for all required Insurance and must show "occurrence" coverage when applicable. If a syndicate is used, the syndicate's name must be included.

All types of insurance must be issued by an insurer with a minimum <u>Best Classification</u> <u>Rating of B + V, or equivalent</u> as determined and deemed acceptable by the Department of General Services, Office of Risk and Insurance Management.

### A. General Provisions Applying to All Policies

- i. <u>Coverage Term</u> Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract and be no less than one (1) year or the remainder of the term of this Agreement, whichever is greater. The new certificate must show the name and address of the insurance company, the policy number, and the beginning and ending dates of the policy.
- ii. Policy Cancellation or Termination & Notice of Non-Renewal Contractor is responsible to notify the State within 5 business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- iii. <u>Deductible</u> Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- iv. <u>Primary Clause</u> Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- v. <u>Insurance Carrier Required Rating</u> All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management A or better and financial size category of VII or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

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- vi. <u>Endorsements</u> Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- vii. <u>Inadequate Insurance</u> Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- viii. <u>Satisfying an SIR</u> All insurance policies required by this contract/permit must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.
- ix. <u>Available Coverages/Limits</u> All coverage and limits available to the contractor shall also be available and applicable to the State.
- x. <u>Subcontractors</u> In the case of Contractor utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

### B. Insurance Requirements

- i. Commercial General Liability Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.
- ii. Workers Compensation and Employers Liability Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.
- iii. <u>Automobile Liability</u> Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-

owned motor vehicles. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

### C. Other Required Insurance Provisions

Certificate of Insurance must also contain all of the following provisions:

- i. Statement requiring the Insurer to provide written notice to Cal OES thirty (30) calendar days prior to cancelling the Contractor's policy.
- ii. Statement that Cal OES, its officers, agents, servants and employees are included as additional insured on the policy, but only insofar as the services under this Agreement are concerned.
- iii. Statement that neither Cal OES, nor any of its agents, will be responsible for any premium or assessment on said policies.
- iv. In the event Contractor fails to keep the insurance coverage as herein prescribed in effect at all times during the term of this Agreement, Cal OES may, in addition to any other remedies it may have, terminate this Agreement effective the last day of insurance coverage.
- v. The Contractor shall email the certificate of insurance, **identifying the Agreement number**, to Cal OES at the following email address:

ContractsUnit@caloes.ca.gov Contract Number A211007405

## ATTACHMENT A PROJECT TASKS AND DELIVERABLES PROGRESS SCHEDULE

### Weekly

- I. Weekly meeting with Cal OES
- II. Weekly meeting between grantees and other partners

Date of Completion: Every week

I. Initial meeting, which will result in formulating a draft plan on how the Contractor and Cal OES will work together, plan for campaign, and other roles and responsibilities

Date of completion: No later than 15 days upon contract execution

### Monthly

- I. Monthly report
- II. Monthly campaign progress report based on KPIs and unique engagements, and overall outcomes
- III. Monthly report on data collection/ tracking methodology and updates to implementation and results of data collection

Date of Completion: Every month

I. Written plan to confirm how the Contractor and Cal OES will work together, campaign plan and other roles and responsibilities

Date of Completion: No later than 45 days upon contract execution

I. Begin implementation of the campaign, as approved by Cal OES

Date of Completion: No later than 90 days upon contract execution

### Quarterly

- I. Quarterly report
- II. Quarterly progress report on campaign progress based on KPIs, updated plans and timelines
- III. Quarterly reports on statewide and regional media engagement efforts and outcomes
- IV. Convenings with grantees and partners

Date of Completion: Every three months of the campaign

### **Ongoing work**

- I. Direct and oversee subcontractors, partners and vendors
- II. Manage campaign budget
- III. Review existing and create new campaign assets
- IV. Message testing & development
- V. Develop collateral
- VI. Strategic planning, research and counsel for development of messaging, approach, partnerships and outreach strategies
- VII. Maintain campaign calendar
- VIII. Provide technical assistance
- IX. Translation Services
- X. Track analytics and statistics

Date of Completion: Ongoing, continual work to update items as needed

### Close of Campaign

- I. Deliver the final report
- II. Conduct the final debrief meeting with Cal OES

Date of Completion: 4 weeks post campaign completion

# ATTACHMENT B Listos California Vulnerable Populations and Areas

The funding opportunities released as part of Listos California, prioritize grants to communities that are both socially vulnerable and at high risk of being impacted by a fire, flood, earthquake, drought or heatwave. Specifically, the state sought to identify communities by prioritizing California census tracts according to their <u>estimated hazard exposures</u> and <u>social vulnerability</u>.

Awardees will focus their outreach and education efforts to the below vulnerable populations and areas.

Vulnerable populations include:

- People with Disabilities
- Seniors/Older Adults
- Individuals and Families Experiencing Homelessness
- Areas with Geographically Isolated Individuals or Families/Low Broadband Subscription
- Immigrants and Refugees
- Farmworkers: and
- Households with Limited English Proficiency.

### Vulnerable areas include:

County	City
Alameda County	Alameda city
Alameda County	Ashland CDP
Alameda County	Cherryland CDP
Alameda County	Hayward city
Alameda County	Oakland city
Alameda County	San Leandro city
Alameda County	San Lorenzo CDP
Butte County	Cherokee CDP
Butte County	Durham CDP
Butte County	Oroville city
Butte County	Oroville East CDP
Butte County	Thermalito CDP
Colusa County	Colusa city
Contra Costa County	Antioch city
Contra Costa County	Bay Point CDP

Contra Costa County	Byron CDP
Contra Costa County	Discovery Bay CDP
Contra Costa County	Richmond city
Contra Costa County	San Pablo city
Del Norte County	Klamath CDP
Fresno County	Cantua Creek CDP
Fresno County	Coalinga city
Fresno County	Fowler city
Fresno County	Kingsburg city
Fresno County	Monmouth CDP
Fresno County	Orange Cove city
Fresno County	San Joaquin city
Fresno County	Selma city
Fresno County	Tranquillity CDP
Glenn County	Orland city
Imperial County	Brawley city
Imperial County	Calexico city
Imperial County	Calipatria city
Imperial County	Desert Shores CDP
Imperial County	El Centro city
Imperial County	El Centro Naval Air Facility CDP
Imperial County	Heber CDP
Imperial County	Holtville city
Imperial County	Niland CDP
Imperial County	Salton City CDP
Imperial County	Salton Sea Beach CDP
Imperial County	Seeley CDP
Imperial County	Westmorland city
Inyo County	Cartago CDP
Inyo County	Charleston View CDP
Inyo County	Darwin CDP
Inyo County	Furnace Creek CDP
Inyo County	Homewood Canyon CDP
Inyo County	Keeler CDP
Inyo County	Lone Pine CDP
Inyo County	Olancha CDP
Inyo County	Pearsonville CDP
Inyo County	Shoshone CDP
Inyo County	Tecopa CDP
Inyo County	Trona CDP
Inyo County	Valley Wells CDP
Kings County	Avenal city

Kings County	Corcoran city
Kings County	Kettleman City CDP
Kings County	Lemoore city
Kings County	Stratford CDP
Los Angeles County	Alondra Park CDP
Los Angeles County	Avocado Heights CDP
Los Angeles County	Azusa city
Los Angeles County	Baldwin Park city
Los Angeles County	Bell city
Los Angeles County	Bradbury city
Los Angeles County	Citrus CDP
Los Angeles County	Covina city
Los Angeles County	Culver City city
Los Angeles County	Duarte city
Los Angeles County	El Monte city
Los Angeles County	Gardena city
Los Angeles County	Glendale city
Los Angeles County	Hawthorne city
Los Angeles County	Industry city
Los Angeles County	Irwindale city
Los Angeles County	La Puente city
Los Angeles County	La Verne city
Los Angeles County	Littlerock CDP
Los Angeles County	Los Angeles city
Los Angeles County	Mayflower Village CDP
Los Angeles County	Maywood city
Los Angeles County	Monrovia city
Los Angeles County	Montclair city
Los Angeles County	North El Monte CDP
Los Angeles County	Palmdale city
Los Angeles County	Pomona city
Los Angeles County	Rosemead city
Los Angeles County	San Fernando city
Los Angeles County	Santa Clarita city
Los Angeles County	South El Monte city
Los Angeles County	South Monrovia Island CDP
Los Angeles County	Sun Village CDP
Los Angeles County	Temple City city
Los Angeles County	Vincent CDP
Los Angeles County	West Athens CDP
Los Angeles County	West Puente Valley CDP
Madera County	Bonadelle Ranchos CDP

Madera County	Chowchilla city
Madera County	Madera Acres CDP
Madera County	Madera city
Madera County	Parksdale CDP
Madera County	Parkwood CDP
Mendocino County	Covelo CDP
Merced County	Franklin CDP
Merced County	Gustine city
Merced County	Le Grand CDP
Merced County	Los Banos city
Merced County	Merced city
Merced County	Planada CDP
Merced County	Santa Nella CDP
Merced County	Tuttle CDP
Merced County	University of California-Merced CDP
Merced County	Volta CDP
Monterey County	King City city
Monterey County	Las Lomas CDP
Monterey County	Marina city
Monterey County	Moss Landing CDP
Monterey County	Pajaro CDP
Monterey County	Prunedale CDP
Monterey County	San Lucas CDP
Monterey County	Watsonville city
Napa County	Napa city
Riverside County	Banning city
Riverside County	Beaumont city
Riverside County	Canyon Lake city
Riverside County	Cathedral City city
Riverside County	Coachella city
Riverside County	Desert Hot Springs city
Riverside County	East Hemet CDP
Riverside County	Good Hope CDP
Riverside County	Green Acres CDP
Riverside County	Hemet city
Riverside County	Highgrove CDP
Riverside County	Homeland CDP
Riverside County	Indian Wells city
Riverside County	Indio city
Riverside County	Jurupa Valley city
Riverside County	Lake Elsinore city
Riverside County	Lake Mathews CDP

Pivorsido County	Lakoland Villago CDP
Riverside County	Lakeland Village CDP Lakeview CDP
Riverside County Riverside County	March ARB CDP
Riverside County	Mead Valley CDP
Riverside County	Meadowbrook CDP
Riverside County	Menifee city
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Riverside County	Moreno Valley city Nuevo CDP
Riverside County	
Riverside County	Palm Desert city
Riverside County	Palm Springs city
Riverside County	Perris city
Riverside County	Riverside city
Riverside County	Romoland CDP
Riverside County	San Jacinto city
Riverside County	Warm Springs CDP
Riverside County	Whitewater CDP
Riverside County	Winchester CDP
Riverside County	Woodcrest CDP
San Bernardino County	Adelanto city
San Bernardino County	Apple Valley town
San Bernardino County	Barstow city
San Bernardino County	Bloomington CDP
San Bernardino County	Chino city
San Bernardino County	Colton city
San Bernardino County	Fontana city
San Bernardino County	Hesperia city
San Bernardino County	Highland city
San Bernardino County	Lenwood CDP
San Bernardino County	Loma Linda city
San Bernardino County	Montclair city
San Bernardino County	Muscoy CDP
San Bernardino County	Ontario city
San Bernardino County	Pomona city
San Bernardino County	Redlands city
San Bernardino County	Rialto city
San Bernardino County	San Bernardino city
San Bernardino County	Spring Valley Lake CDP
San Bernardino County	Victorville city
San Bernardino County	Yucaipa city
San Joaquin County	Manteca city
San Joaquin County	Stockton city
San Mateo County	East Palo Alto city

San Mateo County	Menlo Park city
San Mateo County	Redwood City city
Santa Barbara County	Casmalia CDP
Santa Barbara County	Eastern Goleta Valley CDP
Santa Barbara County	Goleta city
Santa Barbara County	Guadalupe city
Santa Barbara County	Lompoc city
Santa Barbara County	Santa Barbara city
Santa Barbara County	Santa Maria city
Santa Clara County	Gilroy city
Santa Clara County	San Jose city
Santa Cruz County	Amesti CDP
Santa Cruz County	Freedom CDP
Santa Cruz County	Interlaken CDP
Santa Cruz County	Watsonville city
Siskiyou County	Dorris city
Siskiyou County	Macdoel CDP
Siskiyou County	Mount Hebron CDP
Siskiyou County	Tulelake city
Siskiyou County	Yreka city
Solano County	Fairfield city
Solano County	Suisun City city
Stanislaus County	Patterson city
Tehama County	Corning city
Tehama County	Red Bluff city
Tehama County	Richfield CDP
Tulare County	Allensworth CDP
Tulare County	Alpaugh CDP
Tulare County	Cutler CDP
Tulare County	Delano city
Tulare County	Delft Colony CDP
Tulare County	Dinuba city
Tulare County	Ducor CDP
Tulare County	Earlimart CDP
Tulare County	East Orosi CDP
Tulare County	East Porterville CDP
Tulare County	El Monte Mobile Village CDP
Tulare County	El Rancho CDP
Tulare County	Exeter city
Tulare County	Farmersville city
Tulare County	Goshen CDP
Tulare County	Hypericum CDP

Tulare County	Ivanhoe CDP
Tulare County	Jovista CDP
Tulare County	Lindsay city
Tulare County	Linnell Camp CDP
Tulare County	London CDP
Tulare County	Monson CDP
Tulare County	Orosi CDP
Tulare County	Patterson Tract CDP
Tulare County	Plainview CDP
Tulare County	Poplar-Cotton Center CDP
Tulare County	Porterville city
Tulare County	Richgrove CDP
Tulare County	Rodriguez Camp CDP
Tulare County	Seville CDP
Tulare County	Strathmore CDP
Tulare County	Sultana CDP
Tulare County	Terra Bella CDP
Tulare County	Teviston CDP
Tulare County	Tonyville CDP
Tulare County	Traver CDP
Tulare County	Visalia city
Tulare County	West Goshen CDP
Tulare County	Woodlake city
Tulare County	Yettem CDP
Ventura County	Fillmore city
Ventura County	Piru CDP
Ventura County	San Buenaventura (Ventura) city
Ventura County	Santa Paula city
Yolo County	Dunnigan CDP
Yolo County	Knights Landing CDP
Yolo County	Yolo CDP