



**TRIBAL GOVERNMENT
INVITATION TO PARTICIPATE**

**California Complete Count
Census 2020**

November 30, 2018

**CALIFORNIA COMPLETE COUNT**

400 "R" Street, Suite 359
 Sacramento, CA 95811
 (916) 852-2020

Ditas Katague

Director

November 30, 2018

Dear Tribal Leader,

SUBJECT: Tribal Government Invitation to Conduct Outreach Related to the California Complete Count - Census 2020 (CCC Office) – RESPONSE REQUESTED

The State of California cordially invites tribal governments to participate in outreach efforts and to promote participation in the U.S Census Bureau's (USCB) 2020 decennial census. To support these census outreach efforts, the CCC Office is offering Funding Agreements to federally recognized tribal governments in California with 25 housing units or more, that would like to participate.

Every 10 years, the United States census counts every resident in the nation. A complete and accurate count of California's population is essential to the State and Tribal Governments because the data collected by the USCB determines the distribution of billions of dollars in federal funds to all local communities, including Tribal Governments.

Funding is being made available for partnering tribes to specifically conduct 2020 Census outreach activities in their geographical service areas.

The State has established the following funding tiers based on Housing Units on tribal land(s):

Less than 25 housing units (HU) = \$0
 25 to 49 HU = \$1,000
 50 to 99 HU = \$2,500
 100 to 249 HU = \$5,000
 250 to 9,999 HU = \$10,000
 Over 10,000 HU = \$50,000

Please see specific funding availability below:

Tribal Funding Agreement Availability	Amount
Insert Tribe info here	\$XX.XX

Payment will be made upon completion of an approved Outreach Plan.

Accepting State Funding

In order to receive state funding, Tribal Governments must submit the following documents to the CCC Office by February 1, 2019:

1. Tribal Funding Agreement (TFA), (Attachment I)
2. Payee Data Record, STD 204 (Attachment II)
3. Standard Agreement Form, STD 213 (Attachment III) - Please sign three copies of your tribe's STD 213. Keep two copies for your records and submit one copy to the CCC Office by February 1, 2019
4. Outreach Plan
5. Timeline/calendar of activities and events to promote the 2020 Census
6. Invoice (Attachment IV)

The Outreach Plan should include the following:

- Describe your activities for conducting Census 2020 outreach to tribal members residing in your geographical service area. Examples of outreach activities are; tribal gatherings, incentives such as raffles, t-shirts, luncheons, "census gatherings", newsletters, emails and letters to tribal members, advertising on tribal radio, or other media etc.
- Provide a Census tribal liaison name and contact information who shall coordinate with their assigned State Regional Program Manager (RPM) on a quarterly basis through the end of the Census outreach period.
- Identify partnerships that can assist with outreach activities.

Requirements

1. Tribal Governments must contact their appropriate Regional Program Manager to conduct an Implementation Call on a quarterly basis starting in March 2019 until the end of the outreach period.
2. Perform outreach services as described in the tribe's approved Outreach Plan.
3. In addition, recipients must submit a final report to the CCC Office after outreach activities have been completed, and no later than June 30, 2020.

The final report should include:

- A summary of the strategies, tactics, and timelines used throughout the outreach effort and any relevant outcomes.
- Identification of any lessons learned, and best practices used that may inform subsequent census outreach efforts in the future.
- Recommendations for the 2030 Census effort.

Documents must be sent to:

California Complete Count - Census 2020
Attention: Contracts Unit
400 "R" Street, Suite 359
Sacramento, CA 95811
Email: Contracts@Census.ca.gov

Questions regarding this letter should be directed to the California Complete Count - Census 2020, at (916) 852-2020.

Sincerely,

Original Document Signed By:

DITAS KATAGUE
Director
California Complete Count - Census 2020

ATTACHMENT I

Tribal Funding Agreement



State of California
and _____ Tribal Government
Tribal Funding Agreement # _____

California Complete Count - Census 2020
400 "R" Street, Suite 359
Sacramento, CA 95811

Dear Director Katague,

Tribal Funding Agreement

The purpose of this letter is to inform the California Complete Count - Census 2020 (CCC Office) that _____ Tribal Government respectfully accepts the invitation to participate in the State's Census 2020 Outreach effort. In doing so, _____ Tribe agrees to assist the CCC Office by performing and submitting this Tribal Funding Agreement, along with the following:

- Payee Data Record, STD 204 (Attachment II)
- Standard Agreement Form, STD 213 (Attachment III) must be signed by the highest-level chairman or his/her designee
- An Outreach Plan (e.g. tribal gatherings, raffles, t-shirts, luncheons, gatherings, advertising etc.)
- A timeline/calendar of activities and events to promote the 2020 Census
- Invoice (Attachment IV)

_____ Tribe agrees that by choosing to opt-in and participate in the outreach efforts, the Tribe agrees to use State funding to conduct outreach activities to promote the 2020 Census.

In order for the CCC Office to release funding, the Tribal Funding Agreement must be received by the Census Office on or before **February 1, 2019**.

Signature of Authorized Tribe Representative
Or his/her Designee

Date

Print Name

Title

No thank you, our tribe respectfully declines to participate in the Census 2020 outreach effort.

Signature of Authorized Tribe Representative
Or his/her Designee

Date

Print Name

Title

**CALIFORNIA COMPLETE COUNT**

400 "R" Street, Suite 359
Sacramento, CA 95811
(916) 852-2020

Ditas Katague

Director

BUDGET DETAIL AND PAYMENT PROVISIONS

Upon receipt and approval of invoice, the State agrees to compensate Contractor in accordance with the rates/costs specified on page one (1) of Tribal Funding Letter "Tribal Funding Agreement Availability".

1. INVOICING AND PAYMENT

A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.

B. Invoice must include the following:

- State Agreement number;
- Invoice number;
- Invoice date;
- Invoice total;
- Payment remittal address; and
- Billing and/or performance period covered by invoice

C. Invoices shall be submitted physically to the address listed below:

**California Complete Count - Census 2020
Administration Office
Agreement #XXXXXXXX
400 "R" Street, Suite 359
Sacramento, CA 95811**

2. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

The General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

The attached General Terms and Conditions, Exhibit C, are generic standard terms and conditions that state entities are required to include in all agreements for services to be rendered to the State of California. The terms and conditions will be incorporated by referenced into the agreement and apply to the extent they may be applicable by law. Exhibit C does not need to be signed or returned.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

To the extent required by law, the contractor must either:

- (1) Furnish to the State a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in effect for the contractor. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. The certificate of insurance must provide that the State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California under the contract. At a minimum, the certificate of insurance shall show that the contractor is protected through commercial general liability insurance.

Or

- (2) Furnish to the State evidence of self-insurance up to \$1 million dollars.

In addition, the contractor's insurance must cover:

- Automobile Liability – If motor vehicles are used in the performance of the work, the contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-wined motor vehicles.
- Workers' Compensation – To the extent required by law, the contractor must maintain statutory worker's compensation and liability coverage for all its employees who will be engaged in the performance of the Contract.

ATTACHMENT II

Payee Data Record

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	<p>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.</p> <p>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.</p> <p>NOTE: Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.</p>							
2	BUSINESS NAME <i>(As shown on your income tax return)</i>							
	SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL <i>(Name as shown on SSN or ITIN) Last, First, MI</i>				E-MAIL ADDRESS			
	MAILING ADDRESS			BUSINESS ADDRESS				
	CITY	STATE	ZIP CODE	CITY	STATE	ZIP CODE		
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): [][]-[][]-[][][][][][][]							
PAYEE ENTITY TYPE	<input type="checkbox"/> PARTNERSHIP		CORPORATION:					NOTE: Payment will not be processed without an accompanying taxpayer identification number.
CHECK ONE BOX ONLY	<input type="checkbox"/> ESTATE OR TRUST		<input type="radio"/> MEDICAL <i>(e.g., dentistry, psychotherapy, chiropractic, etc.)</i>					
			<input type="radio"/> LEGAL <i>(e.g., attorney services)</i>					
			<input type="radio"/> EXEMPT <i>(nonprofit)</i>					
			<input type="radio"/> ALL OTHERS					
	<input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC <i>(Disregarded Entity)</i>				ENTER SSN OR ITIN: [][]-[][]-[][][][][][]			
	<i>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</i>							
4	<input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California.							
PAYEE RESIDENCY STATUS	<input type="checkbox"/> CALIFORNIA NON RESIDENT <i>(see next page for more information)</i> - Payments to nonresidents for services may be subject to state income tax withholding.							
	<input type="radio"/> No services performed in California.							
	<input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.							
5	<p>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.</p>							
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME <i>(Type or Print)</i>			TITLE		TELEPHONE <i>(include area code)</i>		
	SIGNATURE			DATE		E-MAIL ADDRESS		
6	Please return completed form to:							
	DEPARTMENT/OFFICE			UNIT/SECTION				
	MAILING ADDRESS			TELEPHONE <i>(include area code)</i>		FAX		
	CITY	STATE	ZIP CODE	E-MAIL ADDRESS				

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	<p>Requirement to Complete the Payee Data Record, STD 204</p> <p>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.</p> <p>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).</p>
2	<p>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.</p> <p>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.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>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.</p> <p>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 corporations) will enter their FEIN.</p>
4	<p>Are you a California resident or nonresident?</p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p style="text-align: center;">Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov</p>
5	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.

ATTACHMENT III

Standard Agreement (STD 213)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

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.

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C* – General Terms and Conditions _____

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) _____ page(s)

Exhibit - D* Special Terms and Conditions _____

Exhibit E – Additional Provisions _____ page(s)

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'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Department of General Services Use Only

Exempt per:

ATTACHMENT IV

Invoice

INVOICE

INVOICE # _____

DATE: _____

TO:
California Complete Count
Attn: Contracts Unit
400 R Street, Suite 359
Sacramento, CA 95811
(916) 852-2020

FROM:
Tribal Government
Attn:
Street Address
City, ST ZIP Code
Phone: Phone

TERMS
Net 45

AGREEMENT #	DESCRIPTION	TOTAL
SUBTOTAL		
SALES TAX		
TOTAL DUE		

Make all checks payable to: _____

Payment Remittal if different than above:

COMMENTS OR SPECIAL INSTRUCTIONS:

If you have any questions concerning this invoice please contact:

Print Name

Email

Phone

THANK YOU FOR YOUR BUSINESS!

ATTACHMENT V

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.