



**Community  
Services  
Department**  
*Connecting People to Opportunities*

County of Santa Barbara  
REQUEST FOR PROPOSALS (RFP)  
Professional Services under Emergency Solutions Grant (ESG) CARES (CDBG-CV)  
The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act)  
Targeted Outreach to Homeless Encampments in Santa Barbara County  
August 2020

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County of Santa Barbara  
**REQUEST FOR PROPOSALS (RFP)**  
For Professional Services to Implement Targeted Outreach to Homeless Encampments in Santa  
Barbara County  
**Issue Date: August 14, 2020**  
**PROPOSALS DUE BY 4:30 P.M., FRIDAY, AUGUST 28, 2020**

I. **BACKGROUND**

*This RFP is being issued by the County of Santa Barbara's Community Services Department.*

**Request for proposals:** The County of Santa Barbara is seeking proposals for the delivery of homeless outreach services targeted to encampment sites from experienced and qualified homelessness/housing/community engagement agencies. The focus of services will be to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness. In addition to COVID-19 mitigation, outreach will provide service system navigation, integrating targeted outreach and engagement, operating in Carpinteria, Santa Barbara (including unincorporated areas), Goleta, Isla Vista, Buellton/Santa Ynez (South County) and Lompoc and Santa Maria (including unincorporated areas) (North County). In the context of the Coordinated Entry System, this outreach is defined as the activity of engaging a homeless individual through the process of rapport building with the goal of linking that individual to a **permanent housing resource**. Outreach and engagement is an ongoing process that “involves creativity, flexibility, may take months or years, and involves establishing a relationship” to connect a client to services (Olivet, Bassuk, Elstad, Kenny, and Jassil, 2010). Outreach can be viewed as a “service in itself” and “a process of building a personal connection that may play a role in helping a person improve his or her housing, health status, or social support network” (Olivet, Bassuk, Elstad, Kenny, and Jassil, 2010). Outreach leads should participate in case conferencing to ensure clients entering CES are matched to the appropriate permanent housing resource. A parallel purpose of these efforts will be to provide an avenue to respond to resident and local business concerns about encampments and homeless residents living in their neighborhoods or other areas of Santa Barbara County.

The target timeline for engagement is September 2020 through September 2021, with funding support from Emergency Solutions Grant (ESG) CARES (CDBG-CV) - The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act).

The impacts of COVID-19 have included an increase in encampment footprint and activity. There has been widespread concern for the health and safety of those experiencing homelessness, as well as concern for the environment and safety of greater community members and visitors.

As noted in the Centers for Disease Control and Prevention (CDC) Interim Guidance on People Experiencing Homelessness, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for infection when there is community spread of COVID-19. The interim guidance is intended to support response to COVID-19 by local and state health departments, homelessness service systems, housing authorities, emergency planners, healthcare facilities, and homeless outreach services.

Lack of housing contributes to poor physical and mental health outcomes, and linkages to permanent housing for people experiencing homelessness should continue to be a priority. In the context of COVID-19 spread and transmission, the risks associated with sleeping outdoors or in an encampment setting are different than from staying indoors in a congregate setting such as an emergency shelter or other congregate living facility. Outdoor settings may allow people to increase physical distance between themselves and others. However, sleeping outdoors often does not provide protection from the environment, personal safety, adequate access to hygiene and sanitation facilities, or connection to services and healthcare. The balance of risks should be considered for each individual experiencing

unsheltered homelessness. Outreach workers and other community partners, such as emergency food provision programs or law enforcement, can help ensure people sleeping outside have access to updated information about COVID-19 and access to services.

Considerations for encampments:

- If individual housing options are not available, allow people who are living unsheltered or in encampments to remain where they are.
  - Clearing encampments can cause people to disperse throughout the community and break connections with service providers. This increases the potential for infectious disease spread.
- Encourage those staying in encampments to set up their tents/sleeping quarters with at least 12 feet x 12 feet of space per individual.
  - If an encampment is not able to provide sufficient space for each person, allow people to remain where they are but help decompress the encampment by linking those at increased risk for severe illness to individual rooms or safe shelter.
- Work together with community coalition members to improve sanitation in encampments.
- Ensure nearby restroom facilities have functional water taps, are stocked with hand hygiene materials (soap, drying materials) and bath tissue, and remain open to people experiencing homelessness 24 hours per day.
- If toilets or handwashing facilities are not available nearby, assist with providing access to portable latrines with handwashing facilities for encampments of more than 10 people. These facilities should be equipped with hand sanitizer (containing at least 60% alcohol).

Please note interim guidance, updated regularly, can be found at <https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/unsheltered-homelessness.html>

## **II. SCOPE OF WORK:**

The County is issuing this RFP for an agency to partner with the County and the Santa Maria/Santa Barbara County Continuum of Care (CoC), supported by Housing and Community Development staff, to provide targeted outreach and engagement to homeless encampment sites, with a focus on COVID-19 mitigation and service system navigation. The agency will work with the County to consider a strategic allocation of resources while engaging homeless individuals through the process of rapport building with the goal of linking individuals to a permanent housing resource and preventing community spread of COVID-19. Street engagement focused on linking participants to housing interventions is a best practice. A high degree of coordination improves efficiency and the effectiveness in housing of unsheltered homeless persons. One-year budget is proposed for a team of 4 Full Time Equivalent staff plus supplies, mileage and client incentives.

Coordinated, Targeted Encampment Outreach Teams in the communities listed above, specifically in areas of increased encampment activity, shall:

- Provide information to educate people about COVID-19: where they can get tested, how it spreads, how severe it is, common symptoms, and other features of the disease.
- Provide information about the impacts of COVID-19 on people experiencing homelessness based on CDC guidance. Lack of housing contributes to poor physical and mental health outcomes, and

linkages to permanent housing for people experiencing homelessness should continue to be a priority. In the context of COVID-19 spread and transmission, the risks associated with sleeping outdoors or in an encampment setting are different than from staying indoors in a congregate setting such as an emergency shelter or other congregate living facility. Outdoor settings may allow people to increase physical distance between themselves and others. However, sleeping outdoors often does not provide protection from the environment, adequate access to hygiene and sanitation facilities, or connection to services and healthcare. The balance of risks should be considered for each individual experiencing unsheltered homelessness.

- Communicate clearly with people sleeping outside:
  - Use [health messages and materials developed](#) by credible public health sources, such as local and state public health departments or the Centers for Disease Control and Prevention (CDC).
  - Post signs in strategic places (e.g. near handwashing facilities) providing instruction on [hand washing](#) and [cough etiquette](#).
  - Provide educational materials about COVID-19 for [non-English speakers](#), those with low literacy or intellectual disabilities, and people who are hearing or vision impaired.
  - Ensure communication with clients about changes in homeless services policies and/or changes in physical location of services such as food, water, hygiene facilities, regular healthcare, and behavioral health resources.
- Provide health and hygiene interventions:
  - Recommend that all clients wear [masks](#) any time they are around other people. Masks should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove the mask without assistance.
  - Provide clients with hygiene materials, where available. Hygiene kits should include: hand sanitizer, soap, shampoo, cleansing wipes, socks, blankets, non-perishable snacks, bottled water, sunscreen, gloves, toothbrush, toothpaste, and other items depending on client needs.
  - Discourage clients from spending time in crowded places or gathering in large groups, for example at locations where food, water, or hygiene supplies are being distributed.
    - If it is not possible for clients and staff to avoid crowded places, encourage spreading out (at least 6 feet between people) to the extent possible and wearing masks.
- Mitigate the impacts of waste in order to prevent spread of disease and minimize risk. Trash can become home and a food source for animals and insects that transmit disease, cause unpleasant odor, be fuel for fires, and pose a potential risk of bodily injury.
  - Provide methods for safe and legal disposal of all waste generated onsite:
    - Garbage and recycling (weekly and more frequent if overflowing)
    - Containers should have tight fitting lids to keep rodents and other pests out.
    - Flammable and hazardous waste (batteries, light bulbs, fuels, motor oil, etc.)
    - Graywater and portable toilets
    - Sharps
  - Animal wastes should be picked up immediately.
  - Provide a schedule for waste pick-up for each site that includes phone number of the company, and dates and frequency of the service. Portable toilets and gray water tanks should be serviced regularly (minimum weekly) to prevent overflow. Empty dumpsters when full to prevent overflow.

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- Utilize residents of an encampment to help manage the collection of solid waste from their encampment. Encampments often have residents who are willing to be leaders, and some jurisdictions provide stipends to these leaders who oversee the solid waste management in an encampment.
- Continue/provide linkage to homeless services, housing, medical, mental health, syringe services, and substance use treatment, including provision of medication-assisted therapies (e.g., buprenorphine, methadone maintenance, etc.). Use telemedicine when possible.
- Maintain up-to-date contact information and areas frequented for each person.
- Coordinate, integrate, and leverage resources to maximize impact of services for individuals who are experiencing homelessness.
- Engage individuals and families not yet working with a CES Partner Agency, with a primary focus on unsheltered families and individuals in encampments.
- Conduct frequent visits to encampments known to have persons experiencing homelessness throughout the County.
- Conduct assessments on eligible persons.
- Record all assessments and subsequent services in the Homeless Management Information System (HMIS). Enter and maintain timely and complete client data.
- Case Management in the context of the Coordinated Entry System (CES) should be voluntary and client centered, with the goal of identifying strengths and client directed goals, while promoting “health, recognition, and well-being” (USICH, 2016). Case Managers in CES should ultimately focus on linking the client to a permanent housing resource and providing the necessary services needed to promote housing stability.
- Link to the Coordinated Entry System in order to provide ongoing engagement, document collection, and case management services in order to facilitate a match to an appropriate housing resource.

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**III. TIMELINE**

August 14, 2020	RFP Issued
August 28, 2020	Proposals due
September 18, 2020	Contract signed within twenty-one (21) days of deadline to submit
September 2020	Formation and orientation of the outreach team
October 2020	Initial report due
December 2020	Quarterly report
March 2021	Quarterly report
June 2021	Quarterly report
July/August 2021	Consideration of continuation
September 2021	Contract ends/ramp-down

**IV. BUDGET AND PAYMENT SCHEDULE**

Agency to include a proposed budget and payment schedule with the budget, not to exceed \$300,000 for the Scope of Work listed above. This Scope of Work will begin in September 2020 and end in September 2021. Half of the funds should be spent by December 31, 2020 per the funding source requirements: Emergency Solutions Grant (ESG) CARES (CDBG-CV) - The Coronavirus Aid, Relief, and Economic Security Act of 2020 (CARES Act).

## V. PROPOSAL CONTENT

1. Description of the agency, including a statement or resume for each individual who will work on the project that documents prior experience. Specify who will be the lead or project manager on the team.
2. Client References: Provide a list of at least three (3) public agencies, including the contact person's name, phone number and email, for which similar or relevant work products have been successfully completed.
3. General description of proposed methodology and scheduling to complete the project. Santa Barbara County has both a large number of homeless encampments and persons living in these encampments. In line with its goal to mitigate the impacts of COVID-19 and navigate the service system, describe how your agency would contribute to these and other goals outlined in this request.
4. Description of services to be provided by the agency and which services will be completed by sub-contractors, if any.
5. Insurance Coverage: The selected consultant will be required to maintain the insurance requirements that will be set forth in the professional services agreement with the County. Exhibit A provides the required insurance types and limits.
6. Schedule/Timeline. Include a proposed timeline if the consultant desires to propose a timeline that differs from the timeline in Section III above; otherwise, state that the consultant will adhere to the timeline as included in Section III above.

### **PROPOSALS DUE BY 4:30 P.M., FRIDAY, AUGUST 28, 2020**

This RFP will be posted at <http://countyofsb.org/housing> under News & Announcements. Questions regarding this RFP may be submitted by email or phone. Submit proposals to Lucille Boss at [lboss@co.santa-barbara.ca.us](mailto:lboss@co.santa-barbara.ca.us).

#### **Submit proposals to:**

Lucille Boss, Housing Specialist Sr.  
Housing and Community Development Division  
123 E. Anapamu Street | Santa Barbara, CA 93101  
T 805.568.3533 | E [lboss@co.santa-barbara.ca.us](mailto:lboss@co.santa-barbara.ca.us)

#### **Respondents are encouraged to review:**

- [CDC Interim Guidance on People Experiencing Unsheltered Homelessness](#)

## EXHIBIT A

### INSURANCE REQUIREMENTS

**Commercial General Liability:**

\$1,000,000 per Occurrence  
\$2,000,000 Annual Aggregate

**Commercial Automobile Liability:**<sup>1</sup>

\$1,000,000 Per Occurrence

**Workers Comp (statutory):**<sup>2</sup>

\$1,000,000 Employers Liability

**Professional Liability (E & O):**<sup>3</sup>

\$1,000,000 Per Occurrence  
\$2,000,000 Annual Aggregate

**Other Insurance**<sup>4</sup>

<sup>1</sup> Automobile liability coverage: Contractors using a vehicle to transport County employees or County clients, or otherwise using a vehicle in the course of contract operations, are required to have commercial auto insurance.

<sup>2</sup> Workers' compensation policies should include a waiver of subrogation evidenced with a policy endorsement. Workers' compensation insurance is not required if the contractor is a sole proprietor/partner/corporate officer with no employees, and submits adequate evidence of this exemption to the County Purchasing Division (purchase/service contracts) or the department's Contract Coordinator (board contracts).

<sup>3</sup> Required on all contracts for professional services, (e.g. architect, engineer, attorney, doctor, and some consultants).

<sup>4</sup> Other insurance commonly required: Environmental Liability, Marine Liability, Aircraft Liability, Fire Liability, Property, etc.

**Additional Insured Endorsement:** General Liability policies should add the County of Santa Barbara (including its board, departments, officers, officials, employees, agents and volunteers) as an additional insured with a policy endorsement. The cities also may require to be listed as additional insureds.

**Evidence of Insurance Coverage:** Contractors must provide to the Purchasing Division or the Contract Coordinator (board contracts) a certificate of insurance and policy endorsements evidencing the required insurance coverage.

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EXHIBIT B: STANDARD TERMS AND CONDITIONS PURCHASING



STANDARD TERMS & CONDITIONS  
FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") by its Purchasing Division ("Purchasing"), and the individual or entity identified on the Contract form to which this document is attached ("CONTRACTOR"), including CONTRACTOR's agents, employees or sub-contractors. CONTRACTOR's signature on the Contract form means CONTRACTOR has read and accepted these terms and conditions.

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide services to COUNTY, and COUNTY agrees to pay CONTRACTOR, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR will perform all of CONTRACTOR's services under this Contract as an independent contractor and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.

3. **BILLING & PAYMENT.** CONTRACTOR must submit CONTRACTOR invoice(s), which must include the contract number COUNTY assigns (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from presentation of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR will be subject to required nonresident withholding for services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or unless CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and will not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will employ no person having any such interest. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.** COUNTY will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. CONTRACTOR will not release any materials under this paragraph except after COUNTY's prior written approval.

- A. No materials, inventions or data produced in whole or in part under this Contract will be subject to copyright or other intellectual property rights in the United States or in any other country except as determined at COUNTY's sole discretion.
- B. COUNTY will have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided hereunder. CONTRACTOR warrants that any items provided under this Contract will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.
- C. These Ownership of Documents and Intellectual Property and Copyright and Intellectual Property provisions (Section 6, including subdivisions A-C) shall survive any termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and/or required by this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Contract exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Contract (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY. If federal, state or COUNTY audit exceptions are made relating to this CONTRACT, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to the indemnification and insurance provisions as set forth in Exhibit X attached hereto and incorporated herein by reference.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with that ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT.** CONTRACTOR will not assign any of CONTRACTOR's rights nor transfer any of CONTRACTOR's obligations under this Contract without COUNTY's prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

13. **TERMINATION.**

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- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Contract, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Contract, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.
14. **NOTICE.** From CONTRACTOR: CONTRACTOR must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. From COUNTY: Either Designee or Purchasing must send or deliver any required notice to CONTRACTOR at the address last known to the sender. Effective Date: Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
15. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Contract, including its attachments, contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means. Each party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.
16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.
17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.
18. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.
19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning COUNTY or its projects, without obtaining the prior written approval of COUNTY.
21. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
23. **SURVIVAL.** All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Contract shall survive such termination or expiration.
24. **NO WAIVER.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and all formal requirements necessary to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

EXHIBIT C: INDEMNIFICATION AND INSURANCE REQUIREMENTS

**Indemnification and Insurance Requirements**

**INDEMNIFICATION**

**A. Indemnification pertaining to other than Professional Services:**

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited CONTRACTOR by law. CONTRACTOR's indemnification obligation does not apply to the COUNTY's sole negligence or willful misconduct.

**B. Indemnification pertaining to Professional Services:**

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

**INSURANCE REQUIREMENTS**

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and provide evidence of insurance as follows:

- A. **Workers' Compensation** statutory limits. If insurance is not required the contractor will provide a declaration attesting that it complies with all the laws and rules of the Ohio Bureau of Workers' Compensation, which does not require the Contractor to provide Workers' Compensation insurance coverage.
- B. **Commercial General Liability (CGL)**: covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- C. Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

**OTHER PROVISIONS**

**A. Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of one (1) year after completion of contract work.

**B. Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

EXHIBIT D: NEW VENDOR REGISTRATION



COUNTY OF SANTA BARBARA  
 OFFICE OF THE AUDITOR-CONTROLLER  
**SUBSTITUTE W9 & VENDOR INFORMATION FORM PACKET**  
*Checklist for Internal Department Use*

Vendor Packet Contents:	Page #
Vendor Packet Checklist	1
Substitute W9 & Vendor Information Form	2
Instructions - Substitute W9 & Vendor Information Form	3-4
Form 590 & Instructions	5-6
Form 587 & Instructions	7-9

Instructions for County of Santa Barbara Departments:
<p><b>New Vendor Request Steps:</b></p> <p><input type="checkbox"/> Verify that vendor is not already set up in FIN (see FIN Vendor Maintenance Guide)</p> <p><input type="checkbox"/> Complete Section 6 of the Substitute W9 &amp; Vendor Information Form (pg. 2 of this packet) with your contact information</p> <p><input type="checkbox"/> Forward pages 2 - 9 of this packet to the vendor for completion</p> <p><input type="checkbox"/> Review Substitute W9 &amp; Vendor Information Form received from the vendor, for the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Form is completed and signed appropriately</li> <li><input type="checkbox"/> Vendor has attached a completed and signed Withholding form 590 or 587</li> <li><input type="checkbox"/> Has Vendor filled out Section 5: Direct Deposit Authorization? If not, encourage them to sign up!  <u>Remind them of the benefits of Direct Deposit:</u> <ul style="list-style-type: none"> <li>* They will receive their funds faster than by check (warrant)</li> <li>* Eliminates the risk of lost, damaged or stolen warrants</li> </ul> </li> </ul> <p><input type="checkbox"/> Create a VEN eform in FIN to request the new vendor be set up, remembering the following:</p> <p>Upload the following documents as backup:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Substitute W9 &amp; Vendor Information form - Image Type: W9</li> <li><input type="checkbox"/> Form 590 or 587 - Image Type: Withholding Document</li> <li><input type="checkbox"/> Invoice, if available, for address verification - Image Type: Other</li> <li><input type="checkbox"/> Any other correspondence - Image Type: Other</li> </ul> <p><b>Vendor Change Request Steps:</b></p> <p><input type="checkbox"/> Gather supporting documentation for vendor change as follows:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Address Change - correspondence from the vendor (email, invoice, etc.)</li> <li><input type="checkbox"/> Vendor Name Change - new Substitute W9 &amp; Vendor Information Form</li> <li><input type="checkbox"/> ACH information Change - new Vendor Direct Deposit Registration Form or new Substitute W9 &amp; Vendor Info. Form</li> </ul> <p><input type="checkbox"/> Create VEN eform in FIN to request the vendor change, remembering the following:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Upload Backup Supporting the Change requested (email, Substitute W9 &amp; Vendor Information Form, etc.)</li> </ul> <p><i>Note: Changes to a Vendor's TAX ID # require a new Vendor # be set up, and the old Vendor # be deactivated in FIN</i></p>

Instructions to provide to Vendor:
<p><input type="checkbox"/> Complete Substitute W9 &amp; Vendor Information Form (pg. 2 of this packet)</p> <p><input type="checkbox"/> Attach completed Form 590 or 587 (pg. 5 - 9 of this packet)</p> <p><input type="checkbox"/> Return completed Forms to County of Santa Barbara Requestor (see pg. 2, Section 6)</p>

Contact the Auditor Help Desk with any questions or for assistance with Vendor Maintenance  
 (805)568-2110      auditorhelpdesk@co.santa-barbara.ca.us

Request for Proposals  
 Targeted Outreach to Homeless Encampments in Santa Barbara County  
 August 2020

Print Form



COUNTY OF SANTA BARBARA  
 OFFICE OF THE AUDITOR-CONTROLLER  
 SUBSTITUTE W9 & VENDOR INFORMATION FORM

NEW VENDOR REQUEST       UPDATE EXISTING VENDOR      VENDOR ID \_\_\_\_\_

**Section 1: Vendor Name and Address**

NAME (as shown on your income tax return)	BUSINESS NAME / DBA (if different from name included to the left)
REMITTANCE ADDRESS (number and street or PO Box number)	CORPORATE ADDRESS (if different from remittance address)
(City, State, and Zip code)	(City, State, and Zip code)
EMAIL	PHONE

**Section 2: Entity Type**

FEDERAL TAX CLASSIFICATION (CHECK ONE BOX ONLY)

INDIVIDUAL/SOLE PROPRIETOR       C CORPORATION       S CORPORATION       PARTNERSHIP       TRUST/ESTATE

LLC- Tax Classification (C=C Corporation, S=S Corporation, P=Partnership) \_\_\_\_\_       OTHER \_\_\_\_\_

**BUSINESS NATURE (CHECK ONE BOX ONLY)**

EQUIPMENT/SUPPLIES       SERVICES (Non-Medical or Legal)       MEDICAL SERVICES

ATTORNEY FEES       LEGAL SETTLEMENT       RENT

**Section 3: Tax ID Number & Certification**

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (EIN) OR SOCIAL SECURITY NUMBER (SSN)

\_\_\_\_\_

Enter your Tax Identification Number (TIN) above. The TIN provided must match the name given in section 1 to avoid backup withholding. For Individuals, this is your Social Security Number. For other entities, it is your employer identification number. For Sole Proprietors, provide the TIN used on your tax return.

**CERTIFICATION**

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.*

Name \_\_\_\_\_ Title \_\_\_\_\_  
Print Name Here

Signature \_\_\_\_\_ Date \_\_\_\_\_

**Section 4: Tax Withholding Information**

Are you a resident of California, qualified to do business in CA or have a permanent place of business in CA?  Yes  No

If Yes, attach CA FTB Form 590 - Withholding Exemption Certificate      If No, attach CA FTB Form 587 - Nonresident Withholding Allocation Worksheet

**Section 5: Direct Deposit Authorization**

**DIRECT DEPOSIT ACCOUNT**

Please provide your bank routing number and the checking or savings account number to which we should deposit your payments. See sample check in form instructions to locate the bank information and **ATTACH A VOIDED CHECK.**

Bank Routing Number \_\_\_\_\_  Checking  Savings

Account Number \_\_\_\_\_

By registering for Direct Deposit, you authorize us to pay your invoices through direct deposit entries to your checking or savings account. You may change your Direct Deposit information at any time by providing written notification to us.

Authorized Signer on Account \_\_\_\_\_  
Sign Here Print Name Here

Email Address(es) for Direct Deposit Notification \_\_\_\_\_

**Section 6: Return Completed form to:**

COUNTY OF SANTA BARBARA CONTACT NAME	DEPARTMENT/OFFICE NAME	CONTACT PHONE
_____	_____	_____

RETURN TO: EMAIL, FAX or MAILING ADDRESS: \_\_\_\_\_

For Questions or Help, contact the Auditor Help Desk: (805)568-2110 AuditorHelpDesk@co.santa-barbara.ca.us

**INSTRUCTIONS FOR COMPLETING THE SUBSTITUTE W9 & VENDOR INFORMATION FORM**

<b>Section 1: Vendor Name and Address</b>	
Name:	Name used in IRS tax reporting. Must correspond to the social security number or employer identification number
Business Name:	Enter the name under which you do business (your DBA name should be entered here) if different from above.
Remittance Address:	Place where vendor payments should be mailed
Corporate Address:	Place where 1099 should be mailed, if different than remittance address

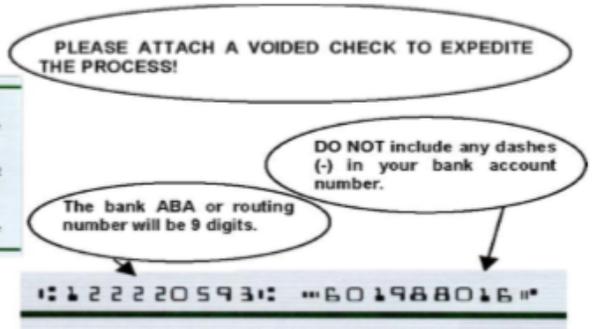
<b>Section 2: Entity Type</b>	
Federal Tax Classification:	Select the legal entity type of your business. If not sure, use "Other" and describe such as "Trust" or "Estate."
Business Nature:	Select the primary type of goods or services you are providing to the County.

<b>Section 3: Tax ID Number &amp; Certification</b>	
Tax ID Number:	Enter Employer Identification Number (EIN) if your Entity Type is a corporation, partnership, estate or trust.  or Enter Social Security Number (SSN) if your Entity Type is an individual.
Sign Certifying the following:	(1) The number shown on this form is my correct Taxpayer Identification Number (TIN), <b>AND</b> (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, <b>AND</b> (3) I am a U.S. citizen or other U.S. person (including a U.S. resident alien), <b>AND</b> (4) I am exempt from FATCA (The Foreign Account Tax Compliance Act) reporting

<b>Section 4: Tax Withholding Information</b>	
<b>How to Determine if you are subject to California nonresident withholding:</b>	
<b>Who is subject to tax withholding?</b> <i>Nonresident Vendors, including: corporations, individuals, partnerships, estates and trusts</i>	
<b>What types of payments are subject to withholding?</b> <i>Payments for services performed in California, including rent, lease or royalty payments from property (real or personal) located in California</i>	
<b>What is the dollar threshold at which withholding is required?</b> <i>Payments in excess of \$1,500 per calendar year will have 7% of total payments withheld for state income taxes</i>	
<b>Who is considered a resident of California and/or considered exempt from California Withholding?</b> <i>You must meet one of the criteria on CA Form 590 - Withholding Exemption Certificate, available at: <a href="http://www.ftb.ca.gov/forms/misc/590.pdf">http://www.ftb.ca.gov/forms/misc/590.pdf</a></i>	
<i>The most common criteria that exempt a vendor from California Withholding are:</i>	
(1) You are an individual that is a resident of California (2) You are a corporation with a permanent place of business in California (3) You are a partnership with a permanent place of business in California (4) You are a tax exempt entity	
<b>Which withholding related form should be submitted with the Substitute W9 &amp; Vendor Information Form?</b>	
<i>If you are exempt from California nonresident withholding, <u>complete and submit a CA Form 590</u></i>	
<i>If you do not qualify for exemption from California nonresident withholding, <u>complete and submit CA Form 587</u></i> <i>Nonresident Withholding Allocation Worksheet is available at: <a href="http://www.ftb.ca.gov/forms/misc/587.pdf">www.ftb.ca.gov/forms/misc/587.pdf</a></i>	
For more information on California withholding forms, publications or other help, contact the California Franchise Tax Board:	
Online:	<a href="https://www.ftb.ca.gov">https://www.ftb.ca.gov</a>
Publications:	<a href="#">FTB Pub 1017</a> & <a href="#">FTB Pub 1076</a>
By Phone:	Call 888.792.4900 from within the United States, or 916.845.4900 from outside the United States

Section 5: Direct Deposit Authorization	
County of Santa Barbara Vendors are encouraged to receive payments by direct deposit	
If you are interested in receiving your vendor payments through direct deposit (ACH), rather than by warrant (check), complete section 5.	
Bank Routing Number:	Enter your bank's 9 digit routing number. (see Sample Check below)
Account Number:	Enter your bank account number. (see Sample Check below)
Account Type:	Select Checking or Savings Account
Sign:	An authorized signer on your bank account must sign the Authorization.
Email:	Provide the email address(es) where we should send remit information regarding your payment.

**Sample Check**



Section 6: Return Completed Form To:	
County Contact Information:	<u>County Department requesting the form from the Vendor completes this section before providing the form to the vendor for completion</u>
Email/Fax Form should be returned to:	

For Help Completing this Form, please contact the Santa Barbara County Auditor Controller Help Desk at:  
 PHONE: (805) 568-2110                      EMAIL: AuditorHelpDesk@co.santa-barbara.ca.us

Request for Proposals  
 Targeted Outreach to Homeless Encampments in Santa Barbara County  
 August 2020

YEAR <b>20</b> <input type="text"/>	<b>Withholding Exemption Certificate</b>	CALIFORNIA FORM <b>590</b>
(This form can only be used to certify exemption from nonresident withholding under California R&TC Section 18662. This form cannot be used for exemption from wage withholding.)		
File this form with your withholding agent. (Please type or print)	Withholding agent's name <b>County of Santa Barbara</b>	
Vendor/Payee's name	Vendor/Payee's <input type="checkbox"/> Social security number <input type="checkbox"/> SOS no. <input type="checkbox"/> California corp. no. <input type="checkbox"/> FEIN	<b>Note:</b> Failure to furnish your identification number will make this certificate void.
Vendor/Payee's address (number and street)	APT no.	Private Mailbox no. Vendor/Payee's daytime telephone no. ( )
City	State	ZIP Code

I certify that for the reasons checked below, the entity or individual named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual. Read the following carefully and check the box that applies to the vendor/payee:

- Individuals — Certification of Residency:**  
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly inform the withholding agent. See instructions for Form 590, General Information D, for the definition of a resident.
- Corporations:**  
The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State to do business in California. The corporation will withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California, I will promptly inform the withholding agent. See instructions for Form 590, General Information E, for the definition of permanent place of business.
- Partnerships:**  
The above-named partnership has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The partnership will file a California tax return and will withhold on foreign and domestic nonresident partners when required. If the partnership ceases to do any of the above, I will promptly inform the withholding agent. **Note:** For withholding purposes, a Limited Liability Partnership is treated like any other partnership.
- Limited Liability Companies (LLC):**  
The above-named LLC has a permanent place of business in California at the address shown above or is registered with the California Secretary of State, and is subject to the laws of California. The LLC will file a California tax return and will withhold on foreign and domestic nonresident members when required. If the LLC ceases to do any of the above, I will promptly inform the withholding agent.
- Tax-Exempt Entities:**  
The above-named entity is exempt from tax under California or federal law. The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly inform the withholding agent.
- Insurance Companies, IRAs, or Qualified Pension/Profit Sharing Plans:**  
The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Irrevocable Trusts:**  
At least one trustee of the above-named irrevocable trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly inform the withholding agent.
- Estates — Certification of Residency of Deceased Person:**  
I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

**CERTIFICATE:** Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided herein is, to the best of my knowledge, true and correct. If conditions change, I will promptly inform the withholding agent.

Vendor/Payee's name and title (type or print) \_\_\_\_\_

Vendor/Payee's signature ► \_\_\_\_\_ Date \_\_\_\_\_

## Instructions for Form 590 Withholding Exemption Certificate

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 590 to certify an exemption from nonresident withholding. Complete and present Form 590 to the withholding agent. The withholding agent will then be relieved of the withholding requirements if the agent relies in good faith on a completed and signed Form 590 unless told by the Franchise Tax Board (FTB) that the form should not be relied upon.

**Important – This form cannot be used for exemption from wage withholding. Any questions regarding wage withholding should be directed to the California Employment Development Department.**

Do not use Form 590 if you are a seller of California real estate. Sellers of California real estate should use Form 593-C, Real Estate Withholding Certificate.

#### B Law

R&TC Section 18662 requires withholding of income or franchise tax on payments of California source income made to nonresidents of this state.

Withholding is required on:

- Payments to nonresidents for services rendered in California;
- Distributions of California source income made to domestic nonresident partners and members and allocations of California source income made to foreign partners and members;
- Payments to nonresidents for rents if the payments are made in the course of the withholding agent's business;
- Payments to nonresidents for royalties for the right to use natural resources located in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Prizes and winnings received by nonresidents for contests in California.

For more information on withholding and waiver requests, get FTB Pub. 1017, Nonresident Withholding Partnership Guidelines, and FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines. To get a withholding publication see General Information G.

#### C Who can Execute this Form

Form 590 can be executed by the entities listed on this form.

**Note:** In a situation where payment is being made for the services of a performing entity, this form can only be completed by the performing entity or the performing entity's partnership or corporation. It **cannot** be completed by the performing entity's agent or other third party.

**Note:** The grantor of a revocable/grantor trust shall be treated as the vendor/payee for withholding purposes. Therefore, if the vendor/payee is a revocable/grantor trust and one or

more of the grantors is a nonresident, withholding is required. If all of the grantors of a revocable/grantor trust are residents, no withholding is required. Resident grantors can check the box on Form 590 labeled "Individuals — Certification of Residency."

#### D Who is a Resident

A California resident is any individual who is in California for other than a temporary or transitory purpose or any individual domiciled in California who is absent for a temporary or transitory purpose.

An individual domiciled in California who is absent from California for an uninterrupted period of at least 546 consecutive days under an employment-related contract is considered outside California for other than a temporary or transitory purpose.

**Note:** Return visits to California that do not total more than 45 days during any taxable year covered by the employment contract are considered temporary.

This provision does not apply if an individual has income from stocks, bonds, notes, or other intangible personal property in excess of \$200,000 in any taxable year in which the employment-related contract is in effect.

A spouse who is absent from California for an uninterrupted period of at least 546 days to accompany a spouse who is under an employment-related contract is considered outside of California for other than a temporary or transitory purpose.

Generally, an individual who comes to California for a purpose which 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. For assistance in determining resident status, get FTB Pub. 1031, Guidelines for Determining Resident Status, or call the Franchise Tax Board at (800) 852-5711 or (916) 845-6500 (not toll-free).

#### E What is a Permanent Place of Business

A corporation has a permanent place of business in California if it is organized and existing under the laws of California or if it is a foreign corporation qualified to transact intrastate business by the California Secretary of State. A corporation that has not qualified to transact intrastate business (e.g., a corporation engaged exclusively in interstate commerce) will be considered as having a permanent place of business in California only if it maintains a permanent office in California that is permanently staffed by its employees.

#### F Withholding Agent

Keep Form 590 for your records. Do not send this form to the FTB unless it has been specifically requested.

**Note:** If the withholding agent has received Form 594, Notice to Withhold Tax at Source, only the performing entity can complete and sign Form 590 as the vendor/payee. If the performing entity completes and signs Form 590 indicating no withholding requirement, you must send a copy of Form 590 with Form 594 to the FTB.

For more information, contact the Nonresident Withholding Section. See General Information G.

The vendor/payee must notify the withholding agent if:

- The individual vendor/payee becomes a nonresident;
- The corporation ceases to have a permanent place of business in California or ceases to be qualified to do business in California;
- The partnership ceases to have a permanent place of business in California;
- The LLC ceases to have a permanent place of business in California; or
- The tax-exempt entity loses its tax-exempt status.

The withholding agent must then withhold. Remit the withholding using Form 592-A, Nonresident Withholding Remittance Statement, and complete Form 592, Nonresident Withholding Annual Return, and Form 592-B, Nonresident Withholding Tax Statement. Get instructions for Forms 592, 592-A, and 592-B for due dates and other withholding information.

#### G Where to get Publications, Forms, and Additional Information

You can download, view, and print FTB Publications 1017, 1023, 1024, and nonresident withholding forms, as well as other California tax forms and publications not related to nonresident withholding from our Website at: [www.ftb.ca.gov](http://www.ftb.ca.gov)

You can also have nonresident withholding forms faxed to you by calling (800) 998-3676. To have publications or forms mailed to you or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section.

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651

Telephone: (888) 792-4900  
(916) 845-4900 (not toll-free)  
FAX: (916) 845-9512 (24 hours a day,  
7 days a week)

**Assistance for persons with disabilities:**  
We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments please call TTY/TDD (800) 822-6268.

**Asistencia bilingüe en español**  
Para obtener servicios en español y asistencia para completar su declaración de impuestos/formularios, llame al número de teléfono (anotado arriba) que le corresponde.

Request for Proposals  
 Targeted Outreach to Homeless Encampments in Santa Barbara County  
 August 2020

TAXABLE YEAR **20**  **Nonresident Withholding Allocation Worksheet** CALIFORNIA FORM **587**

**PART I WITHHOLDING AGENT**

Withholding agent's name  
**County of Santa Barbara**

Withholding agent's address (number and street)  
**P.O. Box 39**

City **Santa Barbara** State **CA** ZIP Code **93102-0039**

**PART II NONRESIDENT VENDOR/PAYEE (Complete Part II through Part V and return this form to the above withholding agent)**

Vendor/payee's name \_\_\_\_\_ Owner's full name if sole proprietor \_\_\_\_\_

Vendor/payee's address (number and street) \_\_\_\_\_ APT no. \_\_\_\_\_ PMB no. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Social security no.  Corporation no.  FEIN Secretary of State file no. \_\_\_\_\_ Daytime telephone number \_\_\_\_\_

Nonresident Vendor/Payee's Entity Type: (Check one)  
 Individual/Sole Proprietor  Corporation  Partnership  Limited Liability Company (LLC)  
 Estate or Trust  Tax-Exempt (withholding not required, skip to Part V)

**PART III PAYMENT TYPE**

Nonresident Vendor/Payee: (Check one)

Performs services totally outside California (no withholding required, skip to Part V)  
 Provides only goods or materials (no withholding required, skip to Part V)  
 Provides goods and services in California (see allocation in Part IV)  
 Provides services within and outside California (see allocation in Part IV)  
 Other (Describe) \_\_\_\_\_

**Note to vendor/payee:** If you perform all the services within California, withholding is required on the entire payment for services unless you receive a waiver or reduced withholding authorization from the Franchise Tax Board. For more information, get FTB Pub. 1023, Nonresident Withholding Independent Contractor, Rent and Royalty Guidelines.

**PART IV INCOME ALLOCATION**

Gross payments expected from the above withholding agent during the calendar year for:

	(a) Within California	(b) Outside California	(c) Total Payments
1 Goods and Services:			
Goods/materials (no withholding required) .....	_____	_____	_____
Services (withholding required) .....	_____	_____	_____
2 Rents on commercial or business property .....	_____	_____	_____
3 Royalties on natural resources .....	_____	_____	_____
4 Prizes and other winnings .....	_____	_____	_____
5 Other payments .....	_____	_____	_____
6 Total payments subject to withholding. Add column (a), line 1 through line 5 ...	_____	_____	_____
Withholding threshold amount:	<u>\$1,500.00</u>		

**Note:** If the amount on line 6, column (a) is \$1,500 or less, no withholding is required. If the amount on line 6, column (a) is greater than \$1,500, withholding is required on the entire amount at the rate of seven percent. If the FTB authorized reduced withholding or waived withholding, attach a copy of the FTB determination letter. See General Information E, Waivers and Reduced Rates.

**PART V CERTIFICATION OF VENDOR/PAYEE**

Under penalties of perjury, I certify that the information provided on this document is true and correct. If the reported facts change, I will promptly inform the withholding agent.

Authorized representative's signature \_\_\_\_\_ Title \_\_\_\_\_ Daytime telephone number \_\_\_\_\_

Vendor/Payee's signature \_\_\_\_\_ Date \_\_\_\_\_ Daytime telephone number \_\_\_\_\_

## Instructions for Form 587 Nonresident Withholding Allocation Worksheet

References in these instructions are to the California Revenue and Taxation Code (R&TC).

### General Information

#### A Purpose

Use Form 587, Nonresident Withholding Allocation Worksheet, to determine if withholding is required on payments to nonresidents.

The vendor/payee should complete, sign, and return Form 587 to the withholding agent. The withholding agent may then rely on the certification made by the vendor/payee to determine if withholding is required, provided the completed and signed Form 587 is accepted in good faith. The completed Form 587 should be retained by the withholding agent for record keeping purposes and be made available to the Franchise Tax Board (FTB) upon request.

Do **not** use Form 587 if:

- Payment to a nonresident is for the purchase of goods;
- You sold California real estate. In that case, use Form 593-C, Real Estate Withholding Certificate;
- The vendor/payee is a resident of California or is an irrevocable trust that has at least one California resident trustee. In that case, use Form 590, Withholding Exemption Certificate;
- The vendor/payee is a corporation, partnership, or limited liability company (LLC) that has a permanent place of business in California or is qualified to do business in California. In that case, use Form 590; or
- The payment is to an estate and the decedent was a California resident. In that case, use Form 590.

#### B Law

R&TC Section 18662 and the related regulations require withholding of income or franchise tax on certain payments made to nonresidents of California for personal services performed in California and for rents and royalties on property located in California. The withholding rate is seven percent unless the FTB approves a reduced rate or a waiver. See General Information E, Waivers and Reduced Rates.

#### C When to File This Form

The withholding agent should request that the vendor/payee complete, sign, and return Form 587 when a contract is entered into or before payment is made to the vendor/payee.

Form 587 will remain valid for the duration of the contract (or term of payments), provided there is no material change in the facts. The vendor/payee, by signing Form 587, agrees to promptly notify the withholding agent of any changes in the facts.

#### D Withholding Requirements

Payments made to nonresident vendors/payees (including individuals, corporations, partnerships, LLCs, estates, and trusts) are subject to withholding. However, no withholding is required if total payments of California source income to the vendor/payee during the calendar year are \$1,500 or less.

Payments subject to withholding include, but are not limited to:

- Payments for services performed in California by nonresidents;
- Rent paid to nonresidents if the rent is paid in the course of the withholding agent's business;
- Royalties paid to nonresidents for the right to use natural resources located in California;
- Payments of prizes for contests entered in California;
- Distributions of California source income to nonresident beneficiaries from an estate or trust; and
- Other payments of California source income made to nonresidents.

Payments not subject to withholding include payments:

- To a resident of California or to a corporation with a permanent place of business in California. See note below;
- To a corporation qualified to do business in California. See note below;
- To a partnership that has a permanent place of business in California. See note below;
- For sale of goods;
- For income from intangible personal property, such as interest and dividends, unless the property has acquired a business situs in California;
- For services performed outside of California;
- To a vendor/payee that is a tax-exempt organization under either California or federal law;
- Representing wages paid to employees. Wage withholding is administered by the California Employment Development Department (EDD). For more information, contact your local EDD office; or
- To reimburse a vendor/payee for expenses relating to services performed in California if the reimbursement is separately accounted for and not subject to federal Form 1099 reporting. Corporate vendors/payees, for purposes of this exception, are treated as individual persons.

**Note:** If the California resident, qualified corporation, or partnership is acting as an agent for the nonresident payee, the payment is subject to withholding if the nonresident payee does not meet any of the exceptions on Form 590.

#### E Waivers and Reduced Rates

A nonresident vendor/payee may request that income taxes be withheld at a lower rate or waived. A waiver of withholding will generally be granted when a vendor/payee has a current history of filing California tax returns and/or making estimated payments when due. To apply for a withholding waiver to reduce or eliminate withholding, get Form 588, Nonresident Withholding Waiver Request. If the FTB has granted a waiver or authorized a reduced withholding rate, attach a copy of FTB's determination letter to Form 587.

#### F Requirement to File a California Tax Return

A vendor/payee's exemption certification on Form 587 or Form 590 or a determination letter from the FTB waiving withholding does not eliminate the requirement to file a California tax return and pay the tax due. For return filing requirements, see the instructions for Long or Short Form 540NR, California Nonresident or Part-Year Resident Income Tax Return; Form 541, California Fiduciary Income Tax Return; Form 100, California Corporation Franchise or Income Tax Return; or Form 100S, California S Corporation Franchise or Income Tax Return.

#### G Where to get Publications, Forms, and Additional Information

**By Internet:** You can download, view, and print California tax forms and publications from our Website at [www.ftb.ca.gov](http://www.ftb.ca.gov)

**By Phone or Fax:** Nonresident withholding forms may be obtained via Forms-by-Fax by calling (800) 998-3676. To have publications or forms mailed to you, or to get additional nonresident withholding information, please contact the Withholding Services and Compliance Section at the address or automated telephone number below:

WITHHOLDING SERVICES AND  
COMPLIANCE SECTION  
FRANCHISE TAX BOARD  
PO BOX 651  
SACRAMENTO CA 95812-0651  
Telephone: (888) 792-4900  
(916) 845-4900  
(not toll-free)  
FAX: (916) 845-9512  
(24 hours a day)

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## H To get Publications, Forms, and Information Unrelated to Nonresident Withholding

**By Automated Phone Service:** Use this service to check the status of your refund, order California and federal tax forms, obtain payment and balance due information, and hear recorded answers to general questions. This service is available 24 hours a day, 7 days a week, in English and Spanish.

From within the  
United States ..... (800) 338-0505  
From outside the  
United States ..... (916) 845-6600  
(not toll-free)

Follow the recorded instructions. Have paper and pencil handy to take notes.

**By Mail:** Please allow two weeks to receive your order. If you live outside of California, please allow three weeks to receive your order. Write to:

TAX FORMS REQUEST UNIT  
FRANCHISE TAX BOARD  
PO BOX 307  
RANCHO CORDOVA CA 95741-0307

**In Person:** Many libraries, post offices, and banks provide free California personal income tax booklets during the filing season. Most libraries and some quick print businesses have forms and schedules to photocopy (a nominal fee may apply).

**Note:** Employees at libraries, post offices, banks, and quick print businesses cannot provide tax information or assistance.

### Assistance for persons with disabilities

We comply with the Americans with Disabilities Act. Persons with hearing or speech impairments, please call:

TTY/TDD ..... (800) 822-6268

**Asistencia para personas discapacitadas.** Nosotros estamos en conformidad con el Acta de Americanos Discapacitados. Personas con problemas auditivos pueden llamar al TTY/TDD (800) 822-6268.

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## Specific Instructions

### Private Mailbox (PMB) Number

If you lease a private mailbox (PMB) from a private business rather than a PO box from the United States Postal Service, include the box number in the field labeled "PMB no." in the address area.

### Part I – Withholding Agent

The withholding agent must complete Part I before giving Form 587 to the vendor/payee.

### Part II – Nonresident Vendor/Payee

The vendor/payee must complete all information in Part II including the FEIN or social security number and vendor/payee's entity type. No withholding is required if the vendor/payee is a tax-exempt entity. Check the tax-exempt box if the vendor/payee is:

- An entity that is exempt from tax under either California or federal law such as a church, pension, or profit-sharing plan;
- An insurance company, IRA; or
- A federal, state, or local government agency.

Tax-exempt vendors/payees do not need to complete Part III and Part IV, but must complete Part V.

### Part III – Payment Type

The nonresident vendor/payee must check the box that identifies the type of payment being received.

No withholding is required when vendors/payees are residents, qualified corporations, or have a permanent place of business in California.

### Part IV – Income Allocation

Use Part IV to identify payments that are subject to withholding. Only payments sourced within California are subject to withholding. Services performed in California are sourced in California. In the case of payments for services performed when part of the services are performed outside California, enter the amount paid for performing services within California in column (a). Enter the amount paid for performing services while outside California in column (b). Enter the total amount paid for services in column (c).

If the vendor/payee's trade, business, or profession carried on in California is an integral part of a unitary business carried on within and outside California, the amounts included on line 1 through line 5 should be computed by applying the vendor/payee's California apportionment percentage (determined in accordance with the provisions of the Uniform Division of Income for Tax Purposes Act) to the payment amounts. For more information on apportionment, refer to California Schedule R, Apportionment and Allocation of Income.

**Withholding agent.** If the amount on line 6 is greater than \$1,500, the withholding agent must withhold on all payments made to the vendor/payee until the entire amount on line 6 has been withheld upon. If circumstances change during the year (such as the total amount of payments), which would change the amount on line 6, the vendor/payee must submit a new Form 587 to the withholding agent reflecting those changes. The withholding agent should evaluate the need for a new Form 587 when a change in facts occurs.

If a reduced rate was authorized by the FTB, compute the withholding required by applying the authorized rate to the amount on line 6.

### Part V – Certification of Vendor/Payee

Enter your name, title, and daytime telephone number. Sign and date the form and return it to the withholding agent.