

REQUEST FOR PROPOSALS

Notice to Prospective Proposers

April 11, 2022

You are invited to review and respond to this Request for Proposals (RFP), entitled **California Violence Intervention and Prevention (CalVIP) Grant Program: Service Contract to Strengthen the Data Collection and Management Capacity of Grantees**. In submitting your proposal, you must comply with these instructions.

Note: For private companies, all agreements entered into with the State of California will include by reference General Terms and Conditions that may be viewed and downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have internet access, a hard copy can be provided by contacting Jessica Espinoza as listed below.

For California State Universities, all agreements entered into with the State of California will include by reference University Terms and Conditions that may be viewed and downloaded at <https://www.ucop.edu/research-policy-analysis-coordination/research-sponsors-agreements/state-of-california/cma-templates.html>.

In the opinion of the Board of State and Community Corrections (BSCC), this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Jessica Espinoza
Board of State and Community Corrections
BSCCProcurement@bscc.ca.gov

Please note: No verbal information given will be binding upon the BSCC unless such information is issued in writing as an official addendum.

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A. BACKGROUND

The State Legislature established the California Violence Intervention and Prevention (CalVIP) Grant Program in Fiscal Year (FY) 2017-18. CalVIP encouraged jurisdictions to develop local approaches that would meet the diverse needs of each community. In 2019, the CalVIP grant was codified as the Break the Cycle of Violence Act (Chapter 735, Statutes of 2019) and established the authority and duties of the Board of State and Community Corrections (BSCC) to administer CalVIP, including the selection criteria for grants and reporting requirements to the Legislature.

Historically, CalVIP has received approximately \$9 million each year. In 2021, the State Budget Act (Senate Bill 129, Chapter 69, Statute of 2021) provided a one-time augmentation of \$200 million across three fiscal years to enhance CalVIP (FY 2021-22, 2022-23, and 2023-24). In addition to this one-time increase, the BSCC anticipates CalVIP will continue to receive an annual \$9 million allocation.¹ The total available funding across the three fiscal years is \$209,650,000.²

To develop a Request for Proposals (RFP), the BSCC convened a diverse group of subject matter experts, also known as an Executive Steering Committee (ESC). The CalVIP RFP³ was released on November 19, 2021, and proposals were due on February 11, 2022. Proposals will be rated by the ESC and awards will be announced at the June Board Meeting.⁴

The BSCC intends to award 59 CalVIP grants, according to the funding distribution structure in the figure below. Projects will be funded for a three-year grant project service period commencing July 1, 2022 and ending on June 30, 2025. However, an additional six months (July 1, 2025 through December 31, 2025) will be included in the term of project contracts for the sole purpose of finalizing and submitting the required Local Evaluation Report (LER) and finalizing and submitting a required financial audit.

Although the specifics of the projects to be funded will not be known until award announcements are made in June 2022, the CalVIP grants will be designed primarily to reduce the incidences of homicides, shootings, and aggravated assaults. Where appropriate, it is anticipated that the projects will track participant data for individuals engaged in ongoing services to include outcomes tied to recidivism, victimization, employment, education, behavior, etc.

¹ Provided funding is appropriated in the FY 2022-23 and 2023-24 State Budget Acts.

² Provided funding is appropriated in the FY 2022-23 and 2023-24 State Budget Acts.

³ The RFP is available at <https://www.bscc.ca.gov/wp-content/uploads/CalVIP-RFP.pdf>.

⁴ Information about BSCC Board meetings is available at https://www.bscc.ca.gov/s_boardmeetingscheduleagendasminutes/.

Table 2. Funding Distribution and Maximum Grant Amounts			
Funding Categories		Maximum Grant Amount*	Available Funding
(1)	Cities Disproportionately Impacted by Violence	\$6,000,000	\$99,825,000
(2)	CBOs that Serve the Residents of Cities Disproportionately Impacted by Violence	\$6,000,000	\$99,825,000
(3)	Small Scope CBOs that Serve the Residents of Cities Disproportionately Impacted by Violence	\$400,000	\$10,000,000
Total Funding Available for Competitive Grants			\$209,650,000

**Applicants may apply for any amount, up to and including the maximum grant amount.*

B. PURPOSE AND DESCRIPTION OF SERVICES

Penal Code Section 14131(n) requires the BSCC to submit a report to the Legislature regarding the impact of the violence prevention initiatives supported by CalVIP. BSCC Research will conduct the statewide outcome evaluation and provide information about the individual projects funded. The BSCC’s evaluation design:

- relies on the use of qualitative and aggregate quantitative data obtained from grantees through the BSCC’s Quarterly Progress Reports (QPRs), grantees’ Local Evaluation Plans (LEPs), and Local Evaluation Reports (LERs).⁵
- will identify and incorporate relevant, existing, and publicly accessible data for the purpose of tracking outcomes (e.g., changes in the incidences of homicides, shootings and aggravated assaults in grantee service areas) that may also be included in the outcome evaluation report.
- recognizes the grantee as the local coordinator for data collection and reporting.
- minimizes any evaluation related impacts on the organizations that provide services under the CalVIP Grant Program.

The Budget Act of 2021 also appropriated a total of \$1.8 million in funding to build capacity in the field of community-based violence intervention and prevention. The funding is designed to be used to hire technical assistance providers with experience in implementing community-based violence intervention and prevention programs, to contract with or provide grants to organizations that provide training and certifications to community-based violence intervention and prevention professionals to expand the field of frontline workers and technical assistance providers, and to contract with independent researchers to evaluate the impact of selected initiatives supported by CalVIP.

The CalVIP ESC was convened to develop services and funding recommendations for the \$1.8 million. Their recommendations were presented to and approved by the Board

⁵ For more information about QPRs, LEPs, and LERs see the CalVIP RFP at <https://www.bscc.ca.gov/wp-content/uploads/CalVIP-RFP.pdf>.

during its February 2021 meeting.⁶ The recommendations included \$125,000 for a service contract to provide regional technical assistance for grantees to build capacity in data collection, data entry, and the development of data sharing agreements (if needed). Strengthening grantees' data collection and management capacity is important to 1) support the BSCC's statewide outcome evaluation by maximizing and standardizing data collection across all projects for the collection of quality data through the QPRs, and 2) ensure grantees can collect quality, meaningful data for their project-specific evaluations (LEP and LER).

The purpose of this Request for Proposals (RFP) is to solicit proposals from universities, research firms, and consultants to engage in capacity-building with CalVIP grantees to strengthen their performance in key evaluation areas, including data collection, data systems, data entry, and developing and utilizing data sharing agreements (if needed).

Respondents to this RFP must include in the proposal a clear description of how they will work with grantees to strengthen their data collection and management capacity as a means of meeting the reporting and evaluation requirements of the BSCC (QPR, LEP, and LER). Applicants are requested to submit a proposal that:

- 1) recognizes the grantee as the local coordinator for data collection, data management, and reporting to the BSCC.
- 2) completes the work in consultation with BSCC staff.
- 3) gathers information about the grantees' projects, technical assistance needs as it relates to data collection and management, and their geographic location.
- 4) describes the approach(es) that will be used to provide technical assistance to CalVIP grantees (e.g., group-based training, direct in-person assistance). The description includes information supporting the use of the approach(es).
- 5) Includes delivery approaches that (1) provide regional technical assistance; (2) are responsive to the varying data and evaluation capacity building needs of grantees; (3) provide in-person and customized technical assistance to a small, select number of grantees who are most in need of intensive technical assistance.
- 6) provides ongoing technical assistance and oversight to grantees for data collection and management activities to maximize and standardize data collection efforts across all grant-funded projects.

Applicants to this RFP must include in the proposal a clear technical assistance delivery plan that includes a description of how they will achieve each of the components listed above and how they will provide each deliverable enumerated below.

⁶ See Agenda Item I during the February 2021 Board meeting. The agenda is available at <https://www.bscc.ca.gov/events/bscc-board-meeting-2-10-21/>.

C. DELIVERABLES

- 1) The Contractor will review the funded CalVIP proposals and gather information about the grantees' projects, technical assistance needs as it related to data collection and management, and their geographical location.
- 2) The Contractor will use the information gathered about and from grantees to refine the technical assistance delivery plan. This refined technical assistance delivery plan must be submitted to the BSCC by September 9, 2022. This refined, updated technical delivery plan must meet the requirements listed above in Section B, Purpose and Description of Services.
- 3) The Contractor will make a presentation to the grantees as part of the Grantee Orientation. The date has not been set but is anticipated to be in August or September 2022 and is expected to be held in-person in Sacramento. The Contractor's presentation will (1) review and discuss the technical assistance that will be provided to grantees to strengthen their data collection and management capacity to meet the reporting and evaluation requirements; and (2) describe how the technical assistance will be provided and/or can be requested.
- 4) The Contractor will begin providing technical assistance to grantees by October 3, 2022.
- 5) The Contractor will participate in issue-specific technical assistance calls as the need arises.
- 6) The Contractor will prepare and submit quarterly reports describing the technical assistance provided during the quarter to grantees. The report should identify the grantees that received technical assistance and a description of the technical assistance provided. The Contractor shall provide the BSCC with a copy of any materials or documents developed for grantees.
- 7) The Contractor will participate in conference calls, virtual meetings, and in-person meetings with BSCC staff members as needed during the project period. Generally, the meeting format will be virtual; however, up to four in-person one-day meetings may be planned over the course of the contract period.

D. MINIMUM QUALIFICATIONS OF APPLICANTS

The applicant must have, at a minimum, the following qualifications and experience:

- 1) Must be qualified to do business in the State of California.
- 2) Must have experience working with both local and state governments and community-based organizations (CBOs).
- 3) Must have experience in the field of criminal justice research, including the development of data collection tools and systems for the research project.

- 4) Must have experience in community-based violence intervention and prevention programs.
- 5) Must provide two relevant work product samples that demonstrate the breadth of experience identified in #2, #3, and #4 above.

E. PROPOSAL REQUIREMENTS AND INFORMATION

1. Key Action Dates

Event	Date
RFP Available to Prospective Proposers	Monday, April 11, 2022
Written Question Submittal Deadline	Friday, April 22, 2022 by 5:00 pm
Answers to Written Questions Published	Friday, April 29, 2022 by 5:00 pm
Final Date for Proposal Submission	Monday, May 16, 2022 by 5:00 pm
Notice of Intent to Award	Friday, June 3, 2022
Proposed Award Date	Friday, June 10, 2022
Contract Initiated	Friday, June 10, 2022
Executed Agreement	On or about Monday, July 11, 2022
End Date of Agreement	December 31, 2025

2. Work Plan and Work Schedule Requirements

The applicant shall submit a Work Plan and Work Schedule for the delivery of technical assistance that identifies each major task, necessary subtask, and/or specific milestones, including responsible parties and a timeline, by which progress can be measured and payments made.

3. Cost Detail Format and Requirements

The proposed tasks and milestones should be broken down in the outline of the Work Plan and Work Schedule. The total costs of all tasks and milestones cannot exceed \$125,000. Cost details shall be broken down by each major milestone/deliverable as identified in the Work Plan and Work Schedule. The Sample Cost Proposal Worksheet (Attachment 3) may be used as a guide in preparing your cost proposal.

4. Payments and Invoicing

Invoices must be submitted to the BSCC upon completion of a deliverable as outlined in the Work Schedule.

5. Submission of Proposal

Applicants must submit an electronic version of the complete proposal package to the BSCC by 5:00 p.m. on **April 11**, 2022 [see dates and times shown in Section E, Proposal Requirements and Information (Item 1- Key Action Dates)]. Proposals received after this date and time will not be considered.

A complete proposal package will include:

- 1) One pdf file that contains the signed proposal (e-signatures are acceptable; see Section G, Required Proposal Abstract and Narrative, and Section H, Required Attachments).
- 2) Two pdf files that contain the two required work product samples. Each work product sample shall be a separate file (Attachment 12 and Attachment 13).

If the BSCC does not receive an email containing the complete proposal package by 5:00 p.m. on April 11, 2021, the proposal will not be considered.

Email the complete proposal package to: BSCCProcurement@bscc.ca.gov

If the proposal is made under a fictitious name or business title, the actual legal name of the proposer must be provided.

6. Proposal Content:

- a) All proposals shall include a narrative addressing the items identified in Section G, Required Proposal Abstract and Narrative, and the documents identified in Section H, Required Attachment Checklist (Attachment 1, page 13).
- b) Proposals must be submitted for the performance of all the services described herein.
- c) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- d) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- e) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet (page 14). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- f) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates (page 5).
- g) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with (e) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline of April 11, 2021.
- h) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- i) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- j) Before submitting a response to this solicitation, proposers should review, correct all errors, and confirm compliance with the RFP requirements.
- k) More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered.
- l) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC, 04/2017) are not negotiable.

m) No oral understanding or agreement shall be binding on either party.

7. Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for submission by the required date/time and for the presence or absence of required information in conformance with the submission requirements of this RFP. Late proposals will be disqualified.
- b) Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsive proposal.
- d) Proposal Evaluation System

Proposals that meet the minimum qualifications will be evaluated and scored by the BSCC according to the Rating Factors (RF) shown in the table below. Applicants are asked to address each of these Rating Factors as part of their proposal.

Rating Factor		Point Range	Percent of Total Value	Weighted RF Score
1	Qualifications and Experience	0 - 5	15%	15
2	Technical Assistance Delivery Plan	0 - 5	35%	35
3	Work Plan and Work Schedule	0 - 5	20%	20
4	Project Budget	0 - 5	30%	30
Total Possible Proposal Score:			100%	100

Raters will assign points to an applicant’s response in each of the Rating Factor categories on a scale of 0 – 5, according to the Six-Point Rating Scale shown below. Each Rating Factor point assignment is then weighted according to the “Percent of Total Value” column associated with each Rating Factor to arrive at the Weighted Score for each Rating Factor. The Weighted Scores are then added together to calculate the Total Proposal Score.

Non-Response 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address any of the criteria.	The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

8. Award and Protest

- a) Notice of the proposed award shall be posted in a public place in the office of the Board of State and Community Corrections, 2590 Venture Oaks way, Suite 200 Sacramento, CA 95833, as well as on BSCC's website (www.bscc.ca.gov) for five (5) working days prior to awarding the agreement.
- b) If any proposer, prior to the award of agreement, files a protest with the Board of State and Community Corrections and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation system in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
- c) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the Board of State and Community Corrections a detailed statement specifying the grounds for the protest.
- d) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency. Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

9. Disposition of Proposals

- a) Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

10. Agreement Execution and Performance

- a) Performance shall start no later than fourteen (14) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor

shall be liable to the BSCC for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

F. PREFERENCE AND PARTICIPATION PROGRAM INFORMATION

1. Small Business Preference

Section 14835 et seq. of the California Government Code requires that five percent (5%) preference be given to any Proposer who is certified by the State as a California small business, or any Proposer who qualifies as a non-small business claiming at least 25% California certified small business sub-contractor participation. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. The definition of non-profit veteran service agencies qualifying as a small business is contained in MVC section 999.50 et seq.

The method used in determining the successful bidder for an RFP Secondary follows:

- Calculate 5% of the highest responsible bidder's total score.
- Add the amount calculated above to the score of each of the certified small business or microbusinesses. This new amount is the total score.
- Award of the contract must go to the responsive proposal with the highest point count.

Proposals desiring to claim this preference must submit a fully executed copy of Attachment 10.

2. Disabled Veteran Business Enterprise (DVBE)

DVBE PARTICIPATION FOR THIS SOLICITATION HAS BEEN WAIVED

3. Target Area Contract Preference Act (TACPA)

Preference will be granted to California based Contractors in accordance with Government Code Section 4530 whenever a contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the service being procured. Proposers desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and DGS/PD 826, and submit both forms with the final proposal.

Proposals desiring to claim this preference must submit a fully executed copy of Attachment 11.

G. REQUIRED PROPOSAL ABSTRACT AND NARRATIVE

Applicants are required to provide a Proposal Abstract, Proposal Narrative, and Proposal Budget as described below. The Proposal Abstract, Proposal Narrative, and Budget Narrative (see below) must be submitted in Arial 12-point font with one-inch margins on all four sides,

and it must be 1.5-line spaced. The Proposal Narrative cannot exceed **12 numbered pages** in length. The Proposal Budget (provided as Attachment 4) can be up to **5 numbered pages** in length.

1. **Proposal Abstract** – Provide a summary of the proposed project. The Proposal Abstract cannot exceed **1-page** length. This section will not be included in the rating of the proposal. It does count toward the 12-page limit.
2. **Proposal Narrative** – For the Proposal Narrative, address each of the three (3) Rating Factor sections below.
 1. **Qualifications and Experience**
 2. **Technical Assistance Delivery Plan**
 3. **Work Plan and Work Schedule (can be addressed in table format)**

Each section should be titled according to its section header as provided (e.g., Qualifications and Experience). Within each section, address the Rating Factor and its criteria (bulleted lists provided below) in a comprehensive narrative format.

3. **Proposal Budget** – The Proposal Budget is provided as Attachment 4 and is comprised of two components: The Project Budget and a Budget Narrative description relating the expenses to the proposed project plan. Combined, these two components of the Proposal Budget should address the Project Budget Rating Factor and its criteria (bulleted lists provided below) in a comprehensive manner. Attachment 4 can be up to **5 numbered pages** in length and does not count toward the Project Narrative 12-page limit.

Note the aspects of the budget which cannot be changed due to Federal funding requirements which can be found in the US Department of Justice (DOJ) Grant Financial Guide. These include:

- Allowable Costs
- Indirect Costs
- Consultant Rates
- Property Standards
- Procurement

The US DOJ Financial Guide can be found here:

https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/DOJ_FinancialGuide_1.pdf

The response to each Rating Factor will be evaluated with a single rating based on a scale of 0 – 5. Addressing each criterion does not itself merit a high rating; rather, although each criterion is to be addressed, it is the quality of the response to each that will be evaluated.

The 12-page limit does not include any required attachments (see Section J, Required Attachments). It is up to the applicant to determine how best to use the total 12-page limit in addressing each section. However, as a guide, the percent of total value is provided for each section.

Address the Rating Factors below in narrative form:

Section 1. Qualifications and Experience (Percent of Total Value: 15%) Address the criteria listed below that comprise the Qualification and Experience Rating Factor.	
1.1	Describe the experience of the principal team members in the field of criminal justice research, including the development of data collection tools and systems for the research project. Description should include: <ul style="list-style-type: none"> • background and experience pertinent to the subject area. • experience with similar projects. • experience in California with criminal justice research projects, particularly those involving violence intervention and prevention programs. • experience working with and incorporating data from many sources, including both local and state governments and community-based organizations.
1.2	Describe experience of the principal team members in developing data collection tools and systems and assisting others with implementing their use.
1.3	Identify additional members of the project team, if applicable, and describe their role, education, and experience. Include the oversight plan by the principal team member
1.4	The two work product samples provided (as attachments) demonstrate relevant experience to the project.

Section 2. Technical Assistance Delivery Plan (Percent of Total Value: 35%) Address the criteria listed below that comprise the Technical Assistance Delivery Plan Rating Factor.	
2.1	Description of the proposed technical assistance delivery plan. The description should address the: <ul style="list-style-type: none"> • process for gathering information from grantees about their projects, technical assistance needs as it relates to data collection and management, and their geographic location. • process for incorporating/considering the information gathered from grantees into the technical assistance delivery plan. • approach(es) for providing technical assistance to grantees (e.g., group-based training, direct in-person assistance) and the rationale for the approaches selected. • delivery of technical assistance indicating the extent to which technical assistance will be provided regionally, is responsive to the varying data and evaluation capacity of grantees, and provides in-person, customized assistance as warranted. • process by which grantees with access or request technical assistance. • delivery of ongoing technical assistance to grantees for data collection and management for the duration of the grant-funded projects.
2.2	Description of the plan for coordinating with BSCC staff.
2.3	Description of the plan for project management that incorporates the sharing of information with the BSCC.
2.4	The technical assistance delivery plan is clearly tied to the requirements of the project (see section B. Purpose and Description of Services and section C. Deliverables).

Section 3. Work Plan and Work Schedule (Percent of Total Value: 20%) Address the criteria listed below that comprise the Work Plan and Work Schedule Rating Factor.	
3.1	Provide a Work Plan and Work Schedule that identifies each major deliverable, task, necessary subtask, and or specific milestone(s), including responsible parties and a timeline, for successful completion of the project.
3.2	The Work Plan and Work Schedule are clearly tied to the proposed Technical Assistance Delivery Plan and the requirements of the project (see section B. Purpose and Description of Services and section C. Deliverables).

Provide a Proposal Budget (Attachment 4) to address the Rating Factor below.

Section 4. Project Budget (Percent of Total Value: 30%) Address the criteria listed below that comprise the Project Budget Rating Factor.	
4.1	Present a detailed Project Budget (sample provided in Attachment 4) for the proposed Technical Assistance Delivery Plan that directly relates to the activities.
4.2	The Budget Narrative describes how the expenses included in the budget relate to the proposed Technical Assistance Delivery Plan and are inclusive of <u>all</u> the tasks required for successful completion of the project (see section B. Purpose and Description of Services and section C. Deliverables).

H. REQUIRED ATTACHMENTS

Refer to the following pages to view Required Attachments 1 through 13, that are a part of this agreement.

ATTACHMENT 1: REQUIRED ATTACHMENT CHECKLIST

Complete this checklist to confirm the items included as part of your proposal. Place a check mark or “X” next to each item that you are submitting to the BSCC. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

	<u>Attachment</u>	<u>Attachment Name</u>
	Attachment 1	Required Attachment Checklist
	Attachment 2	Proposal/Proposer Certification Sheet
	Attachment 3	Sample Proposal Budget Worksheet
	Attachment 4	Proposer References
	Attachment 5	Payee Data Record (STD 204) (if currently not on file)
	Attachment 6	Contractor Certification Clauses (CCC-307)
	Attachment 7	California Civil Rights Laws Certification
	Attachment 8	Darfur Contracting Act Certification
	Attachment 9	Bidders Declaration Form
	Attachment 10	Small Business Certification**
	Attachment 11	Target Area Contract Preference Act (TACPA)**
	Attachment 12	Work Sample # 1 (refer to Minimum Qualifications for Proposers, page 4). To be provided as a separate file.
	Attachment 13	Work Sample #2 (refer to Minimum Qualifications for Proposers, page 4). To be provided as a separate file.
** If applicable		

Proposers note: The state makes no warranty that the checklist is a full comprehensive listing of every requirement specified in the solicitation. Checking off the items on the checklist does not establish proposer’s intent nor does it constitute responsiveness to the requirement(s). The checklist is only a tool to assist proposers in compiling their final proposal. Proposers are encouraged to carefully read the entire solicitation. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

ATTACHMENT 2: PROPOSAL/PROPOSER CERTIFICATION SHEET

Completion Instructions: Complete the numbered items on the Proposal/Proposer Certification Sheet (following page) by following the instructions below.

Item #s	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your organization/firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your organization/firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your organization/firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Check if your organization/firm is a university. A University is an institution of higher (or tertiary) education and research, which awards academic degrees in various academic disciplines. Universities typically provide undergraduate education and postgraduate education.
8	Check if your organization/firm is "Other." Other is defined as not applicable to the categories listed in numbered items 4, 5, 6, or 7.
9	Enter your federal employee tax identification number.
10	Enter your corporation (organization/firm) number assigned by the California Secretary of State's Office. This is used for checking if a corporation is in good standing and qualified to conduct business in California.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being proposed.
12, 13, 14, 15	Must be completed with name of the proposer, not organization/firm name. These items are self-explanatory.
16	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 2: PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the “required attachments” as an entire package.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An unsigned Proposal/Proposer Certification Sheet may be cause for rejection

1. University/Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization/firm type:		
4. <input type="checkbox"/> Sole Proprietorship 5. <input type="checkbox"/> Partnership 6. <input type="checkbox"/> Corporation 7. <input type="checkbox"/> University 8. <input type="checkbox"/> Other		
Indicate the applicable employee and/or corporation number:		
9. Federal Employee ID No. (FEIN)	10. California Corporation No.	
11. Indicate applicable license and/or certification information:		
12. Proposer’s Name (Print)	13. Email	
14. Title		
15. Signature	16. Date	
17. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number:	If yes, enter your service code below:	
Cert. No: _____	Code: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.		
Date application was submitted to OSDS, if an application is pending:		

ATTACHMENT 3: SAMPLE PROPOSAL BUDGET WORKSHEET AND NARRATIVE

PROJECT BUDGET

DIRECT LABOR	HOURS	RATE	TOTAL
Title _____	_____	_____	_____
Title _____	_____	_____	_____
Title _____	_____	_____	_____
Title _____	_____	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
	_____	_____	\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
		_____	\$ _____
TOTAL COSTS			\$ _____

BUDGET NARRATIVE

Use this section to provide a description of how the expenses included in the budget relate to the proposed evaluation plan and are inclusive of all the tasks required for successful completion of the project. Include a breakdown of the total cost by deliverable.

ATTACHMENT 4: PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to comply and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three (3) references for services performed within the last three (3) years, which are similar to the scope of work to be performed in this contract. If three (3) references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 5: PAYEE DATA RECORD (STD 204)

Proposer must complete, sign and submit the Payee Data Record (STD 204).

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 6: CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

Proposer must complete, sign and submit page 1 of the Contractor Certification Clauses (CCC-307).

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

ATTACHMENT 7: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)

Proposer must complete, sign and submit the California Civil Rights Laws Certification Form (DGS OLS 04)

<https://www.documents.dgs.ca.gov/dgs/FMC/DGS/OLS004.pdf>

ATTACHMENT 8: DARFUR CONTRACTING ACT

Proposer must complete, sign and submit the Darfur Contracting Act Form.

<https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/Darfur-Contracting-Act.pdf>

ATTACHMENT 9: BIDDER DECLARATION FORM (GSPD-05-105)

View and print this document at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 10: SMALL BUSINESS CERTIFICATION

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

ATTACHMENT 11: TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

View and print this document at:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf>

ATTACHMENT 12: WORK SAMPLE # 1

To be provided as a separate file. (Refer to Minimum Qualifications for Proposers, page 4)

ATTACHMENT 13: WORK SAMPLE # 2

To be provided as a separate file. (Refer to Minimum Qualifications for Proposers, page 4)

APPENDIX 1: SAMPLE CONTRACT - UNIVERSITIES

**SAMPLE STANDARD AGREEMENT
(Universities)**

STANDARD AGREEMENT

STD 213 (Rev 02/20)

	AGREEMENT NUMBER
STATE CONTROLLER'S OFFICE IDENTIFIER	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

, hereinafter referred to as "State"

CONTRACTOR'S NAME

, hereinafter referred to as "University"

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 by this reference are made a part of the Agreement.

- Exhibit A – A7:** A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7-Third Party Confidential Information (if applicable) page(s)
- Exhibit B – B–Budget;** B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3– Invoice Elements page(s)
- Exhibit C* – University Terms and Conditions** UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

- Exhibit D** – Additional Requirements Associated with Funding Sources page(s)
- Exhibit E** – Special Conditions for Security of Confidential Information page(s)
- Exhibit F** – Access to State Facilities or Computing Resources page(s)
- Exhibit G** – Negotiated Alternate UTC Terms page(s)

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the [University of California, Office of the President](#) and the [California Department of General Services](#) websites.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto.

CONTRACTOR		California Department of General Services Use Only
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		
		<input type="checkbox"/> Exempt per:

EXHIBIT A

SCOPE OF WORK

Contract Grant

Does this project include Research (as defined in the UTC)? Yes No

PI Name: Click or tap here to enter text.

Project Title: Click or tap here to enter text.

Project Summary/Abstract

This project will conduct a statewide evaluation of the Public Defense Pilot Program.

If Third-Party Confidential Information is to be provided by the State:

- Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; **OR**
- A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

A. Scope and Description

1. *Contractor Name* (“*Contractor*”) agrees to provide the Board of State and Community Corrections (BSCC), (*type of service*) as described herein.
2. The agreement period is from (*date*) to (*date*).
3. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Cell:	Fax:

4. This project will provide capacity building to CalVIP Cohort 4 grantees to strengthen their performance in key evaluation areas, including data collection, data systems, data entry, and developing and utilizing data sharing agreements (when needed).

5. Deliverables for this contract:

- a) The Contractor will review the funded CalVIP proposals and gather information about the grantees' projects, technical assistance needs as it related to data collection and management, and their geographical location.
- b) The Contractor will use the information gathered about and from grantees to refine the technical assistance delivery plan. This refined technical assistance delivery plan must be submitted to the BSCC by September 9, 2022. This refined, updated technical delivery plan must meet the requirements listed above in Section B, Purpose and Description of Services.
- c) The Contractor will make a presentation to the grantees as part of the Grantee Orientation. The date has not been set but is anticipated to be in August or September 2022 and is expected to be held in-person in Sacramento. The Contractor's presentation will (1) review and discuss the technical assistance that will be provided to grantees to strengthen their data collection and management capacity to meet the reporting and evaluation requirements; and (2) describe how the technical assistance will be provided and/or can be requested.
- d) The Contractor will begin providing technical assistance to grantees by October 3, 2022.
- e) The Contractor will participate in issue-specific technical assistance calls as the need arises.
- f) The Contractor will prepare and submit quarterly reports describing the technical assistance provided during the quarter to grantees. The report should identify the grantees that received technical assistance and a description of the technical assistance provided. The Contractor shall provide the BSCC with a copy of any materials or documents developed for grantees.
- g) The Contractor will participate in conference calls, virtual meetings, and in-person meetings with BSCC staff members as needed during the project period. Generally, the meeting format will be virtual; however, up to four in-person one-day meetings may be planned over the course of the contract period.

EXHIBIT A2

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the Principal Investigator (PI), by last name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Co-PI(s) – if applicable:		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
Other Key Personnel (if applicable):		
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>
<i>Last name, First name</i>	<i>Institutional affiliation</i>	<i>Role on the project</i>

EXHIBIT A-3

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

Changes in the University Principal Investigator are subject to the Key Personnel section of this Agreement. Changes in other contact information may be made by notification, in writing, between the parties.

State Agency Contacts	University Contacts
Agency Name: <Agency Name>	University Name: <University Name>
<i>Contract Project Manager (Technical)</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	<i>Principal Investigator</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>
<i>Authorized Official (contract officer)</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	<i>Authorized Official</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>
<i>Send notices to (if different):</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	<i>Send notices to (if different):</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>

<p><i>Administrative Contact</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress></p>	<p><i>Administrative Contact</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress></p>
<p><i>Financial Contact/Accounting</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress></p>	<p><i>Authorized Financial Contact/Invoicing</i> Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress></p>

EXHIBIT A4

USE OF PRE-EXISTING DATA, COPYRIGHTED WORKS AND DELIVERABLES

If either Party will be using any third-party or pre-existing data or copyrighted works that have restrictions on use, then list all such data or copyrighted works and the nature of the restriction below. If no third-party or pre-existing data or copyrighted works will be used, check "none" in this section.

- A. State: Pre-existing data and/or copyrighted works to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

None or List:

Owner (State Agency or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

- B. University: Use of pre-existing data or copyrighted works included in Deliverables identified in Exhibit A1.

None or List:

Owner (University or 3 rd Party)	Type of Data or copyrighted work (Restricted or Unrestricted)	Description	If Restricted, nature of restriction:

- C. Anticipated restrictions on use of Project Data

If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "none" in this section.

None or List:

Owner (University or 3 rd Party)	Description	Nature of Restriction:

EXHIBIT A5

CURRICULUM VITAE (CV) / RÉSUMÉS / BIOSKETCH

Attach CV/Résumé/Biosketch for Key Personnel listed in Exhibit A2.

EXHIBIT A6 (IF APPLICABLE)

**CURRENT & PENDING SUPPORT
 (Will be incorporated, if applicable)**

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: NAME OF INDIVIDUAL					
Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					
NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					
NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					
NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					
NAME OF INDIVIDUAL					
Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

EXHIBIT A7 (IF APPLICABLE)

**Third Party Confidential Information
Confidential Nondisclosure Agreement**

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the scope of work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the BSCC agrees to compensate the contractor, in monthly arrears, for actual expenditures incurred in accordance with the rates specified below:

DIRECT LABOR	HOURS	RATE	TOTAL
Title _____	_____	_____	_____
Title _____	_____	_____	_____
Title _____	_____	_____	_____
Title _____	_____	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
			\$ _____
TOTAL COSTS			\$ _____

2. The invoice must be submitted on the contractor's letterhead, signed by an authorized representative, and include the following information:
 - Agreement Number
 - Invoice Date
 - Description of work completed
 - Method of computing amount
 - Total amount due

3. Submit invoices to:
Board of State and Community Corrections
Attention: CalVIP
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Or

Accounting@bscc.ca.gov

4. Payment will be processed upon approval and acceptance of invoice. Payment terms shall be net forty-five (45) days, as required by the Prompt Payment Act.

B. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year, and/or any subsequent years, covered under this agreement, does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds, whatsoever, to the contractor, or to furnish any other considerations under this agreement, and the contractor shall not be obligated to perform any provisions of this agreement.

2. If funding, for any fiscal year, is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this agreement, with no liability occurring to the State, or offer an agreement amendment to the contractor which reflects the reduced amount.

EXHIBIT B1

Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. *Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as “to be determined” (TBD).*

Role on Project. *For all personnel by name, position, function, and a percentage level of effort (as appropriate), including “to-be-determined” positions.*

Fringe Benefits.

In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.

Travel

Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.

Materials and Supplies

Itemize materials supplies in separate categories. Include a complete justification of the project’s need for these items. Theft sensitive equipment (under \$5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.

Equipment

List each item of equipment (greater than or equal to \$5,000 with a useful life of more than one year) with amount requested separately and justify each.

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program.

Consultants are not involved in the scientific or technical direction of the project as a whole. Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.

Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

Rent

If the scope of work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

Indirect (Facilities & Administration) Costs

Indirect costs are calculated in accordance with the University budgeted indirect cost rate in Exhibit B.

EXHIBIT B2 (IF APPLICABLE)

Budget Estimates Pertaining to Subcontractors (when applicable)

Principal Investigator (Last, First):

COMPOSITE BUDGET: ESTIMATE FOR ENTIRE PROPOSED PROJECT PERIOD
07/01/2019 to 05/31/202

		7/1/2019 6/30/2020	7/1/2020 6/30/2021	7/1/2021 6/30/2022	7/1/2022 5/31/2023	
From: To:		Year 1	Year 2	Year 3	Year 4	TOTAL
BUDGET CATEGORY						
PERSONNEL: <i>Salary and fringe benefits</i>		\$0	\$0	\$0	\$0	\$0
TRAVEL		\$0	\$0	\$0	\$0	\$0
MATERIALS & SUPPLIES		\$0	\$0	\$0	\$0	\$0
EQUIPMENT		\$0	\$0	\$0	\$0	\$0
CONSULTANT		\$0	\$0	\$0	\$0	\$0
SUBRECIPIENT		\$0	\$0	\$0	\$0	\$0
OTHER DIRECT COSTS (ODC)	<i>Subject to IDC Calc</i>					
ODC #1	Y	\$0	\$0	\$0	\$0	\$0
ODC #2	Y	\$0	\$0	\$0	\$0	\$0
ODC #3	Y	\$0	\$0	\$0	\$0	\$0
ODC #4	Y	\$0	\$0	\$0	\$0	\$0
ODC #5	Y	\$0	\$0	\$0	\$0	\$0
ODC #6	Y	\$0	\$0	\$0	\$0	\$0
TOTAL DIRECT COSTS		\$0	\$0	\$0	\$0	\$0
Indirect (F&A Costs)						
	F&A Base					
<i>On-Campus</i>	<i>MTDC</i>	\$0	\$0	\$0	\$0	\$0
Indirect (F&A) Costs	40.00%	\$0	\$0	\$0	\$0	\$0
TOTAL ESTIMATED COSTS PER YEAR		\$0	\$0	\$0	\$0	\$0
TOTAL ESTIMATED COSTS FOR PROPOSED PROJECT PERIOD						\$0

JUSTIFICATION See Exhibit B1 – Follow the budget justification instructions.

Project Period Budget Flexibility

Prior approval is required for all budget changes to identified budget above.

EXHIBIT B3

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University’s Financial Contact and the PI.

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available⁷

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
 - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
 - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period ⁸

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- General Ledger Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

⁷ If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

⁸ For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

EXHIBIT C

**University Terms and Conditions
UTC-116**

AB20 State/University Model Agreement Terms & Conditions

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

APPENDIX 2: SAMPLE CONTRACT – PRIVATE COMPANIES

**SAMPLE STANDARD AGREEMENT
(Private Companies)**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+		
-		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

A. Scope and Description

1. *Contractor Name (“Contractor”)* agrees to provide the Board of State and Community Corrections (BSCC), (*type of service*) as described herein.
2. The agreement period is from (*date*) to (*date*).
3. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Cell:	Fax:

4. This project will provide capacity building to CalVIP Cohort 4 grantees to strengthen their performance in key evaluation areas, including data collection, data systems, data entry, and developing and utilizing data sharing agreements (when needed).
5. Deliverables for this contract:
 - a) The Contractor will review the funded CalVIP proposals and gather information about the grantees’ projects, technical assistance needs as it related to data collection and management, and their geographical location.
 - b) The Contractor will use the information gathered about and from grantees to refine the technical assistance delivery plan. This refined technical assistance delivery plan must be submitted to the BSCC by September 9, 2022. This refined, updated technical delivery plan must meet the requirements listed above in Section B, Purpose and Description of Services.
 - c) The Contractor will make a presentation to the grantees as part of the Grantee Orientation. The date has not been set but is anticipated to be in August or September 2022 and is expected to be held in-person in Sacramento. The Contractor’s presentation will (1) review and discuss the technical assistance that will be provided to grantees to strengthen their data collection and management capacity to meet the reporting and evaluation requirements; and (2) describe how the technical assistance will be provided and/or can be requested. The dates for the Grantee Orientation have not been set but it is anticipated that the meetings will be held in September 2022.
 - d) The Contractor will begin providing technical assistance to grantees by October 3, 2022.
 - e) The Contractor will participate in issue-specific technical assistance calls as the need arises.

- f) The Contractor will prepare and submit quarterly reports describing the technical assistance provided during the quarter to grantees. The report should identify the grantees that received technical assistance and a description of the technical assistance provided. The Contractor shall provide the BSCC with a copy of any materials or documents developed for grantees.
- g) The Contractor will participate in conference calls, virtual meetings, and in-person meetings with BSCC staff members as needed during the project period. Generally, the meeting format will be virtual; however, up to four in-person one-day meetings may be planned over the course of the contract period.

B. Dispute Resolution Clause

- 1. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Executive Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Executive Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- 2. Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- 3. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the BSCC agrees to compensate the contractor, in monthly arrears, for actual expenditures incurred in accordance with the rates specified below:

DIRECT LABOR	HOURS	RATE	TOTAL
Title _____	_____	_____	_____
Title _____	_____	_____	_____
Title _____	_____	_____	_____
Title _____	_____	_____	_____
			\$ _____
SUBCONTRACTOR(S) COST ITEMIZED			\$ _____
INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)			
Overhead Rate	_____	_____	
Fringe Benefits	_____	_____	
			\$ _____
DIRECT COSTS (EXCEPT LABOR)			
Travel Costs		_____	
Equipment and Supplies (Itemized)		_____	
Other Direct Costs (Itemized)		_____	
			\$ _____
TOTAL COSTS			\$ _____

2. The invoice must be submitted on the contractor's letterhead, signed by an authorized representative, and include the following information:
 - Agreement Number
 - Invoice Date
 - Description of work completed
 - Method of computing amount
 - Total amount due

3. Submit invoices to:
Board of State and Community Corrections
2590 Venture Oaks Way, Suite 200
Sacramento, CA 95833

Or

Accounting@bscc.ca.gov

4. Payment will be processed upon approval and acceptance of invoice. Payment terms shall be net forty-five (45) days, as required by the Prompt Payment Act.

B. Budget Contingency Clause

3. It is mutually agreed that if the Budget Act of the current year, and/or any subsequent years, covered under this agreement, does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds, whatsoever, to the contractor, or to furnish any other considerations under this agreement, and the contractor shall not be obligated to perform any provisions of this agreement.

4. If funding, for any fiscal year, is reduced or deleted by the Budget Act for purposes of this program, the BSCC shall have the option to either cancel this agreement, with no liability occurring to the State, or offer an agreement amendment to the contractor which reflects the reduced amount.

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 04/2017)

The State of California General Terms and Conditions will be included in the contract by reference to the internet site:

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