



## **Adult Reentry Grant (ARG)**

**Rehabilitation of Existing Property  
or Buildings Component**

### **ARG Rehab Project**

## **REQUEST FOR PROPOSALS**

**Eligible Applicants:** California  
Nonprofit Community-Based Organizations

**Grant Period:** February 1, 2020 to January 31, 2035

**RFP Released:** September 13, 2019

**Proposals Due:** November 1, 2019 - 5:00 p.m.



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**CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the Adult Reentry Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal.  
(Gov. Code, §§ 6250 et seq.)

## Part I: Grant Information

### Background

The Adult Reentry Grant (ARG) Program was established in the Budget Act of 2018 (Senate Bill 840, Chapter 29, Statute of 2018). The grant program is aimed at providing support to individuals formerly incarcerated in state prison.

SB 840 dedicated \$15,000,000 for the rehabilitation of existing property or buildings for housing people released from prison. For additional information about SB 840 see Attachment A.

The intent of this funding is to increase housing resources for individuals transitioning from state prison to the community. Projects selected through this competitive-bid process may use grant funds to renovate or improve existing property or buildings to increase the capacity to house or improve the standard of housing for these individuals.

### Contact Information

This Request for Proposals (RFP) provides the information necessary to prepare a proposal to the Board of State and Community Corrections (BSCC) for grant funds available through the ARG Rehab of Property Project.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of a proposal. Any technical questions concerning the RFP, the proposal process or programmatic issues must be submitted by email to: [ARGRehabProject@bscc.ca.gov](mailto:ARGRehabProject@bscc.ca.gov)

The BSCC will accept and respond to questions about this RFP until October 15, 2019. Questions and answers will be posted on the BSCC website and updated periodically up until October 30, 2019.

### Bidder's Conferences

Prospective applicants are invited but not required to attend a Bidder's Conference. The purpose of a bidder's conference is to answer technical questions from prospective bidders and provide clarity on RFP instructions. Details are listed below:

**Wednesday September 25, 2019**

**9:30 a.m.**

Board of State and Community Corrections  
1<sup>st</sup> Floor Board Room  
2590 Venture Oaks Way  
Sacramento, CA 95833

If your organization plans to attend the Bidder's Conference in person, please email an RSVP by September 18, 2019 with the name of the organization and the number of individuals that will attend. This will help us in planning and preparing the materials that will be needed.

EMAIL RSVP to: [ARGRehabProject@bscc.ca.gov](mailto:ARGRehabProject@bscc.ca.gov)

(Subject line: ARG Rehab of Property Project Bidder's Conference– Name of CBO)

Please Note: Bidder's Conference will be livestreamed at [www.bscc.ca.gov](http://www.bscc.ca.gov)

## Proposal Due Date and Submission Instructions

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Applicants must submit one signed original application via email, according to the instructions below.

**If the BSCC does not receive the electronic version on or before 5:00 p.m. (PST) on November 1, 2019 the proposal will not be considered.**

Email the scanned copy of the proposal: [ARGRehabProject@bscc.ca.gov](mailto:ARGRehabProject@bscc.ca.gov)

## Description of the Grant

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### Grant Period

Grant funds will be available to rehabilitate existing property for a period of three years (February 1, 2019 to January 31, 2023). Grantees will be required to house persons formerly incarcerated in state prison in this housing project for a total grant period of 15 years (February 2019 to January 31, 2035).

### Eligibility to Apply

Eligible applicants are Community-Based Organizations (CBOs) registered to do business in the State of California that have been determined by the IRS to have 501(c)(3) status (i.e., nonprofit). Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form. Additionally, each applicant must provide their Corporate Entity Number.

Nonprofit CBOs may partner with other Non-Governmental Organizations (NGOs) however, only one nonprofit CBO can be applicant and will be responsible for all aspects of grant administration and management.

Partner NGOs include nonprofit CBOs, for-profit CBOs, faith-based organizations (FBOs), evaluators (except government institutions such as universities), general contractors, grant management companies and any other non-governmental agency or individual.

Applicant must have provided housing services to homeless or persons at risk of homelessness for a minimum of three years. It is presumed that individuals formerly incarcerated in state prison are at risk of homelessness.

Eligible applicants must own and hold title to the property in fee simple that is proposed to be rehabilitated.

The applicant must have been duly organized, in existence, and in good standing in the state of California as of February 1, 2017.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must:

- Have been duly organized, in existence, and in good standing at least 24 months before entering into a fiscal agreement with the BSCC grantee;
- In either instance (applicant or partner) non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were

in existence prior to the 24-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement or subcontract

- In addition, all NGOs must meet the following additional requirements:
  - Be registered with the California Secretary of State's Office, if applicable;
  - Have a valid business license, if required by the applicable local jurisdiction;
  - Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
  - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
  - Have a physical address.

An eligible applicant may not submit more than one proposal.

Applicants must use grant funds solely for the purpose of rehabbing property or buildings to house persons formerly incarcerated in state prison.

Should the scope of work proposed also be supported by other funding sources, the applicant must ensure that the property or portion of property improved by BSCC funds is used solely to house individuals formerly incarcerated in state prison.

Should the proposed project be supported by other funding sources, those funding sources must be identified at the time of application.

### **Target Population**

The target population identified in this RFP are people who have been formerly sentenced to and released from state prison. This includes people leaving state prison that are on parole or those monitored by the probation departments of each county through post-release community supervision (PRCS).

### **Eligible Projects**

Grant funds may be used to rehabilitate existing property or buildings that are or will be used for housing persons previously incarcerated in state prison. Eligible housing may include transitional housing, permanent housing and safe-haven housing.

Successful applicants must agree to house the target population of individuals formerly incarcerated in state prison following completion of the project and for the duration of the grant period until January 20, 2035.

"Rehabilitation" means repairs and improvements to housing which are necessary to meet the requirements of the ARG Rehab of Property Project. This may include rehabilitation standards as defined in Section 50097 of the Health and Safety Code or to eliminate conditions specified in Section 17920.3 of the Health and Safety Code. Rehabilitation also means repairs and improvements which are necessary to meet any locally adopted standards used in local rehabilitation programs. Rehabilitation may include reconstruction.

“Existing property” means real property owned by the applicant in fee simple at the time of application. Following the project rehabilitation, the property must be used for housing the target population until January 31, 2035.

ARG Rehabilitation of Existing Property and Buildings Project grant funds may be used for:

1. Administrative costs for CBO personnel (not to exceed 5% percent of grant award);
2. On-site costs of project reconstruction of the BSCC-approved project, including site preparation;
3. Architectural programming and design (for activities by consultants and contractors;
4. Reconstruction management (for activities by consultants and contractors;
5. Building permit fees, sewer/utility use or unit fees, and building inspection fees;
6. Soil/water contamination assessment mitigation;
7. Fixed equipment items (e.g., heating, ventilation, air conditioning, plumbing, lighting, communications, security and life/safety equipment, etc.) as necessary for the operation of the housing project;
8. Fixed furnishings items (e.g., built-in and/or permanently affixed counters, tables, cabinets, seats, etc.) as necessary for the operation of the housing project;
9. Installation of existing fixed equipment and furnishings as necessary for the activation and operation of the housing project;
10. Moveable equipment and moveable furnishings necessary for the operation of the housing project; and
11. Preparation of property to meet environmental requirements.

Adult Reentry Program grant funds for may not be used for:

1. Acquisition of new property;
2. Refinancing old debt;
3. Operational funding;
4. Delivery of services;
5. Dislocation, displacement or relocation costs;
6. Excavation of burial sites
7. Off-site costs (outside of the encumbered project area) including access roads, power generation and utilities development;
8. Office supplies and equipment;
9. Bonus payments; and
10. Public art or décor items.



## Funding Information

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A total of \$15 million is available for the ARG Rehab of Property Project. Eligible applicants will be allowed to request a minimum of \$3 million up to a maximum amount of \$5 million for their proposed project.

A 20 percent cash match of the funds awarded to the recipient is required.

Grant funds will only be available for expenditure to rehabilitate existing property for a period of three years (February 1, 2019 to January 31, 2023). However, grantees will be required to house persons formerly incarcerated in state prison in the ARG funded project following construction for the duration of the grant period, which will end January 31, 2023. Grantees will be required to provide annual operating budgets and occupancy reports upon completion of the construction project.

## General Grant Requirements

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### Grant Agreement

Applicants approved for funding by the BSCC Board are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement.

See (General RFP Appendix B) for a sample grant agreement (*State of California: Contract and General Terms and Conditions*). The terms and conditions of the grant agreement may change before execution.

The Grant Agreement start date is expected to be February 1, 2020. Contracts are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances cannot begin prior to the Grant Agreement start date. Work, services, and encumbrances that occur after the start date but prior to contract execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three years after the close of the grant.

### Project Management

Applicants must secure a Construction Manager to provide oversight of the project. It is recommended that projects also secure a Financial Manager as these positions have separate functions and responsibilities and should not be carried out by the same individual.

### Governing Board Resolution

Applicants must submit a resolution from their governing board that the individual signing the application for Adult Reentry Grant Rehab Project is authorized on behalf of the governing board to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

### Deed of Trust

Prior to any grant payments being made, and as a condition to receipt of the award, the applicant shall execute and deliver a promissory note to the Board. The amount of the

note shall be the amount of the grant and the note shall be secured by a deed of trust on the project property naming the Board of State and Community Corrections, State of California as the beneficiary. The deed of trust shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Board and shall secure the Board's financial interest in the project and the performance of the applicant's program obligations. The Board shall have a lien on any property or building constructed, renovated, or remodeled for the duration of the grant agreement until January 31, 2035.

If the grantee ceases to be a nonprofit organization or the facility is no longer used for the housing of persons released from state prison, the Board may foreclose upon the lien, take possession of and sell the property.

### **Prevailing Wage**

Labor Code sections 1720 et seq. require payment of prevailing wages for certain developments paid for in whole or in part from any public funding source and exempts other developments from this requirement. All funds provided under this program are public funds within the meaning of the Labor Code. Each applicant shall be responsible for determining on a case-by-case basis the extent of applicability of the State's prevailing wage law to its individual projects. If applicable, prior to the close of the grant program, applicant shall provide to the Board a written certification that prevailing wages have been paid or will be paid, and the records shall be available consistent with the requirements of this section.

### **Environmental Conditions**

All project sites must be free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove and that cannot be mitigated.

### **Relocation**

Projects must not result in the displacement of tenants or businesses.

### **Conditional Use Permit**

A Conditional Use Permit from the applicable jurisdiction must be submitted to the BSCC within 90 days of grant award or applicant will be deemed ineligible and the award will be rescinded.

### **California Environmental Quality Act (Pub. Resources Code, §§ 21000 et seq.)**

The BSCC has determined that projects funded by the Adult Reentry Grant Rehab Project grant are "projects" within the meaning of the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21065.) Funded projects will be limited to those that have no significant effect on the environment and are statutorily or categorically exempt from the CEQA process.

It is expected, but not required, that qualified proposals will be classified as Class 1 (existing facilities), Class 2 (replacement or reconstruction), or Class 3 (new construction or conversion of small structures) categorical exemptions.

For additional information on CEQA and statutory and categorical exemptions, please see: [http://resources.ca.gov/ceqa/docs/2019\\_CEQA\\_Statutes\\_and\\_Guidelines.pdf](http://resources.ca.gov/ceqa/docs/2019_CEQA_Statutes_and_Guidelines.pdf)

As part of the application process, applicants must fill out the information in Appendix C, Preliminary Information for Notice of Exemption indicating which statutory or categorical exemption applies to the project. It is recommended that applicants consult with legal counsel to determine whether projects are exempt from CEQA prior to submitting an application.

If an applicant is successful and is conditionally awarded funding, the BSCC will file a Notice of Exemption with the Governor's Office of Planning and Research. (Cal. Code Regs., tit. 14, § 15062.) Prior to filing the notice, applicants will be required to provide sufficient information regarding the project so that the BSCC may certify that the project is exempt. The BSCC may require the applicant to provide an opinion by competent legal counsel attesting to the project's exempt status. The BSCC may deem ineligible and rescind a conditional award if the BSCC is unable to certify the project exempt because of one or both of the following: (1) the applicant has not provided sufficient information for the BSCC to make a determination of exempt status after 60 days following the conditional award or (2) the BSCC determines the project is not exempt from CEQA.

The filing of the Notice of Exemption and the posting on the list of notices start a 35-day statute of limitations period on legal challenges to the determination that the project is exempt from CEQA.

The BSCC will not enter into a grant agreement with the applicant until the Notice of Exemption has been filed, the statute of limitations has expired, and all legal challenges have been resolved. The BSCC may also decline to enter into a grant agreement or may rescind the conditional award if any legal challenges to the local project approval process remain unresolved after the BSCC has completed its Notice of Exemption process.

### **Cash Match**

As indicated previously, grant recipients are required to provide a cash match of 20 percent of the grant award. Funds from governmental sources (other than the BSCC), including federal funds, may be used for the cash match provided that the terms and conditions of such funding allows it to be used within the scope of the ARG Rehab of Property Project. Eligible cash match expenditures only include only those costs as eligible for state financing (see section above, Eligible Costs for Reimbursement).

### **Subcontractors**

Applicants are required to use a general contractor for the ARG Rehab Project. Under the supervisor of the Construction Manager, the general contractor is responsible for the day-to-day oversight of the project site, management of vendors and trades, and the communication of information to all involved parties throughout the course of the project. A three-bid process for the general contractor is required to ensure a responsible selection and increase the efficient use of grant funds by hiring a contractor at the best possible price with an appropriate level of experience and expertise. The bids should be based on criteria that the grantee has established in order to "screen out" unqualified contractors. The grantee is not required to select the lowest bid.

## Title Report

The grantee must submit a preliminary title report of the project property demonstrating the applicant owns the property, as well as the history of ownership, encumbrances on the property, and any other relevant elements of legal history. The preliminary title report of the project property must be current within 30 days of the Adult Reentry Rehab of Property Project application.

## Monthly Invoices and Progress Reports

Disbursement of grant funds occurs on a reimbursement basis however; reimbursement will only begin after the grantee has executed a subcontract with a general contractor for the ARG Rehab of Property Project. During the three-year period of funding availability, grantees must submit invoices (which will include a progress report) with supporting documentation to the BSCC on a monthly basis within 45 days following the end of the reporting period through an online process. Grantees must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement.

Given the reimbursement schedule and related processing time involved, grantees should plan accordingly for needed cash flow to support the project.

At such time as the balance of state's remaining funds reaches 5 percent of the total amount of reimbursement that the grantee is eligible for at the time, the state shall withhold this amount as security, to be released to the grantee upon compliance with all agreement provisions. Requests for release of this state retention will only be considered after:

1. Completion of rehabilitation of property;
2. The grantee is housing persons formerly incarcerated in state prison and/or is accepting housing requests from persons formerly incarcerated in state prison.

Following the three-year period of funding availability, grantees will continue to report to the BSCC annually by submitting proof of insurance, an annual operating budget, and an annual occupancy report for the remainder of the Grant period to January 31, 2035.

## Supplanting

BSCC grant funds shall be used to support new rehabbing of existing property or buildings or to augment existing funds that expand current rehabbing activities underway. BSCC grant funds shall not be used to replace existing funds. Supplanting is strictly prohibited for all BSCC grants. When using outside funds as match, applicants must be careful not to supplant. Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

It is the responsibility of the grantee to ensure that supplanting does not occur. The grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

## Audit Requirements

The BSCC reserves the right to call for a program or financial audit at any time between the execution of the contract and 3 years following the end of the grant period.

The California State Auditor, the California Department of Finance- Office of State Audits & Evaluation, the California State Controller's Office, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

### **Insurance Requirements**

Applicant shall obtain appropriate insurance prior to the start of construction and maintain insurance for duration of the grant award (January 31, 2035). This insurance includes fire, lightning, and extended coverage insurance as well as earthquake insurance in an amount equal to the full insurable value of the project.

### **Grantee Orientation Process**

Following the start of the grant period, BSCC staff may conduct a Grantee Orientation in Sacramento (at a date to be determined). The purpose of this mandatory session is to review the program requirements, invoicing and budget modification processes and reporting requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer and Day-to-Day Contact attend. Grant recipients may use grant funds for travel-related expenditures such as airfare, mileage, meals, lodging and other per diem costs. Applicants should include anticipated costs in the budget section of the proposal under the "Other" category.

### **Debarment, Fraud, Theft, or Embezzlement**

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the BSCC will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, State, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete General RFP Appendix D certifying that they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

## Grant Compliance - Monitoring Visits

BSCC conducts periodic compliance monitoring visits to grantees during the term of the grant. After the completion of the rehabilitation of property, grantees will be required to submit annually to the board: (1) proof of insurance; (2) an annual operating budget; and (3) an annual occupancy report until the end of the grant period, January 31, 2035. Additionally, after the completion of the rehabilitation of property, grantees must continue to house individuals formerly incarcerated in state prison in the rehabilitated property until the end of the grant period, January 31, 2035.

## Overview of the RFP Process

### Confirmation of Receipt of Proposal

Upon submission of a proposal, applicants will receive an electronic auto-confirmation email from the BSCC stating that the proposal has been received.

### Disqualification – **PLEASE REVIEW CAREFULLY**



#### The following will result in an automatic disqualification:

- A PDF electronic version of the proposal package is not received by 5:00 p.m. PST on November 1, 2019.
- The Proposal Narrative and the Budget Detail does not meet the narrative formatting requirements below (see Sample Formatting Tool Appendix E):
  - Arial 12-point font
  - One-inch margins on all four sides
  - 1.5-line spacing
- The Proposal Narrative exceeds 15 numbered pages in length.
- The Budget Detail exceeds 5 numbered pages in length.
- The Proposal Package does not contain all required sections:
  - Coversheet
  - Checklist
  - Information Sheet
  - Proposal Narrative
  - Budget
  - Budget Detail
  - Project Activity Timeline
- The applicant's funding request was less than \$3 million.
- The applicant's funding request exceeded \$5 million.
- The applicant did not sign, check boxes and submit a Certification of Compliance with BSCC (Appendix D).
- The applicant did not provide a Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for and contract with



the BSCC for the Adult Reentry Grant Program (including any amendments thereof).

- The applicant did not provide proof that they are a CBO registered to do business in the State of California, active in good standing status with the Secretary of State for the last 3 years by submitting:
  - A copy of the applicant's registration and active status as a CBO on the Secretary of State's database (<https://businesssearch.sos.ca.gov/>)
  - A Letter of Determination from the IRS or the most recent 990 IRS form
- The applicant did not submit a preliminary title report of the project property, current within 30 days of application.
- Applicant did not complete Preliminary Information for Notice of Exemption (Appendix C)

**NOTE:** Disqualification means that the proposal will not move to the Scoring Committee for the Proposal Rating Process.

### Proposal Rating Process

Unless disqualified, the proposal will advance to the Scoring Panel for the Proposal Rating Process. The Scoring Panel will read and assign points to each Proposal in accordance with the prescribed rating factors listed in the table below.

Scoring Panel members will base their points on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget Section. Following the Proposal Rating Process, the Scoring Panel will develop funding recommendations for consideration by the BSCC Board.

At the conclusion of the rating process, applicants will be notified of the Board's funding recommendations. It is anticipated that the Board will act on the recommendations at a meeting in January 2020. Applicants and partners are not permitted to contact members of the Scoring Panel or the BSCC Board to discuss proposals.

### Summary of Key Dates

The following table shows an estimated timeline of key dates related to the Adult Reentry Program.

Activity	Date
Release Request for Proposals	September 13, 2019
Bidder's Conference (Sacramento)	September 25, 2019
<b>Proposals Due to the BSCC</b>	<b>November 1, 2019</b>
Proposal Rating Process and Development of Funding Recommendations	November/December 2019 January 2020

<b>Activity</b>	<b>Date</b>
BSCC Board Considers Funding Recommendations	January 23, 2020
Notice to Grantees	January 24, 2020
New Grants Begin	February 1, 2020
New Grantee Orientation	TBD
Funding Availability Ends for Rehabilitation of Existing Property	January 31, 2023
Grant Period Ends	January 31, 2035

## Scoring Process

### Rating Factors

Shown in the table below are five (5) Rating Factors and the maximum points assigned to each factor. The Board of State and Community Corrections assigned a percent value to each of the five (5) rating factors, correlating to its importance (see Percent of Total Value column).

### Adult Reentry Grant Rehabilitation of Existing Property and Buildings Rating Factors and Scoring System

	<b>Rating Factors</b>	<b>Point Range</b>	<b>Percent of Total Value</b>	<b>Weighted RF Score</b>
1	Project Need	1-5	15%	30
2	Project Description	1-5	35%	70
3	Organizational Capacity	1-5	15%	30
4	Readiness	1-5	15%	30
5	Project Budget	1-5	20%	40
<b>Maximum Possible Proposal Score:</b>			<b>100%</b>	<b>200</b>

Raters will assign points to an applicant's response in each of these rating factors on a scale of 1 – 5, according to the rating scale shown below. The points allocated to each rating factor are weighted according to the Percent of Total Value to arrive at the Weighted Rating Factor Score. The Weighted Rating Factor scores are summed to calculate the overall score for each proposal. The maximum possible proposal score is 200.

### Threshold/Minimum Score

In order to be considered for funding, a threshold of 60%, or a minimum score of 120 total points, must be earned.



### Five-Point Rating Scale

<b>Poor 1</b>	<b>Fair 2</b>	<b>Satisfactory 3</b>	<b>Good 4</b>	<b>Excellent 5</b>
The response addresses the criteria in a <b>very inadequate</b> way.	The response addresses the criteria in a <b>non-specific or unsatisfactory</b> way.	The response addresses the criteria in an <b>adequate</b> way.	The response addresses the criteria in a <b>substantial</b> way.	The response addresses the criteria in an <b>outstanding</b> way.

## Part II: Proposal Instructions

**The following items are included in this section:**

- Cover Sheet
- Proposal Checklist
- Applicant Information Form – Instructions
- Applicant Information Form
- Proposal Narrative
- Project Activities Timeline
- Project Budget
  - a. Budget Table
  - b. Budget Detail

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## Adult Reentry Grant (ARG) Rehab Of Property Project

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### Proposal Package Coversheet

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**Submitted by:**

Applicant Name:

**Date Submitted:**

Date:

## ARG Rehab of Property Project

### Applicant Checklist

A complete **Proposal Package** must contain the following (to be submitted in the order listed):

	Required Items for Application:	✓
1	Cover Sheet <ul style="list-style-type: none"> <li>Insert Applicant Name and Date of Submission</li> </ul>	
2	Proposal Checklist <ul style="list-style-type: none"> <li><i>Signed in blue ink by the authorized signatory (original signature)</i></li> </ul>	
3	Applicant Information Form (must include valid Corporate Entity Number) <ul style="list-style-type: none"> <li><i>Signed in blue ink by the authorized signatory (original signature)</i></li> </ul>	
4	Proposal Narrative (15 pages or less)	
5	Proposal Budget Table and Budget Table Line Item Detail - Completed ARG Budget Link Attachment (Excel workbook)	
6	Budget Description (template with narrative format, 5 pages or less)	
7	Project Activity Timeline (Attachment A)	
8	Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement (Appendix D) <ul style="list-style-type: none"> <li><i>Signed in blue ink by the authorized signatory (original signature)</i></li> </ul>	
9	Verification of applicant's status as a 501(c)(3) must be submitted via a Letter of Determination from the IRS or the most recent 990 IRS form and a scanned copy of the applicant's status as registered on the Secretary of State's database ( <a href="https://businesssearch.sos.ca.gov/">https://businesssearch.sos.ca.gov/</a> )	
10	Title Report of the project property, current within 30 days of application	
11	Preliminary Information for Notice of Exemption Form (Appendix C)	
12	Governing Board Resolution conferring authority to a signatory by name and title who is authorized to apply for <u>and</u> sign contracts and amendments thereof	

**\*PLEASE NOTE: ATTACHMENTS AND DOCUMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT BE CONSIDERED OR FORWARDED TO THE SCORING COMMITTEE.**

\*

**I have reviewed this checklist and verified that all required items are included in this proposal packet.**

**X**

**Date:** \_\_\_\_\_

*Applicant Authorized Signature (see Applicant Information Form, Part N, next page)*

## **Applicant Information Form: Instructions**

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- A. Applicant:** Complete the required information for the community-based organization submitting the proposal.
- B. Tax Identification Number:** Provide tax identification number of the Applicant.
- C. Corporate Entity Number:** Applicant must provide the 7-digit unique Corporate Entity Number that verifies that the applicant is registered and organized with the secretary of state.
- D. CBO Applicants:** List the names of the cities and towns (not the county) in which your CBO is proposing to provide services.
- E. Project Title:** Provide the title of the project.
- F. Project Summary:** Provide a summary (100-150 words) of the proposal. Note: this information will be posted to the BSCC's website for informational purposes.
- G. Grant Funds Requested:** Identify the amount of grant funds requested.
- H. Applicant is a 501(c)(3):** Identify whether your organization meets requirements of 501(c)(3) status with the IRS. Check either yes or no.
- I. Verification of 501(c)(3) status:** Provide a scanned copy of the applicant's Active Status as registered on the Secretary of State's database (<https://businesssearch.sos.ca.gov/>). Check the type of verification you have submitted by checking either a 990 IRS form (only face sheet needed) or a IRS Letter of Determination.
- J. Project Director – Construction Manager:** Provide the name, title, and contact information for the individual responsible for construction oversight and management of the project. This person must be an employee of the Grantee not a subcontractor.
- K. Financial Officer – Financial Manager:** Provide the name, title, and contact information for the individual responsible for fiscal oversight and management of the project. Typically, this is the individual that will certify and submit invoices. This person must be an employee of the Grantee.
- L. Day-to-Day Project Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for the grant. Typically, this individual has day-to-day oversight for the project. This person must be an employee of the Grantee.
- M. Day-to-Day Fiscal Contact:** Provide the name, title and contact information for the individual who serves as the primary contact person for fiscal matters related to the grant. This may be the individual who prepares the invoices for approval by the Financial Officer. This person must be an employee of the Grantee.
- N. Authorized Signature:** Complete the required information for the person authorized by Board Resolution to sign for the Applicant. This individual must read the assurances under this section, then sign and date in the appropriate fields. Provide evidence of authority (e.g., board resolution conferring authority to the signatory by name and title within the organization).

## ARG Program Rehab of Property Project Applicant Information Form

A. CBO APPLICANT		B. TAX ID #		C. CORPORATE ENTITY #	
NAME OF APPLICANT		TAX IDENTIFICATION #:		CORPORATE ENTITY #	
STREET ADDRESS		CITY		STATE	ZIP CODE
MAILING ADDRESS (if different)		CITY		STATE	ZIP CODE
D. <b>CBO APPLICANTS:</b> List the cities and towns in which your organization will provide Adult Reentry Program funded services.					
E. PROJECT TITLE:					
F. SUMMARY of REHABBING PROJECT (100-150 words):					
G. GRANT FUNDS REQUESTED:		H. APPLICANT IS A 501(c)(3)		I. VERIFICATION OF 501(c)(3) STATUS	
\$		YES <input type="checkbox"/> NO <input type="checkbox"/>		Confirmation of Active Status with SOS <input type="checkbox"/> <b>AND</b> IRS 990 <input type="checkbox"/> <b>OR</b> Letter of Determination <input type="checkbox"/>	
J. PROJECT DIRECTOR - CONSTRUCTION MANAGER:					
NAME		TITLE		TELEPHONE NUMBER	
STREET ADDRESS				FAX NUMBER	
CITY		STATE	ZIP CODE	EMAIL ADDRESS	
K. FINANCIAL OFFICER – FINANCIAL MANAGER:					
NAME		TITLE		TELEPHONE NUMBER	
STREET ADDRESS				FAX NUMBER	
CITY		STATE	ZIP CODE	EMAIL ADDRESS	
PAYMENT MAILING ADDRESS (if different)		CITY		STATE	ZIP CODE

**L. DAY-TO-DAY PROJECT CONTACT:**

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

**M. DAY-TO-DAY FISCAL CONTACT:**

NAME	TITLE	TELEPHONE NUMBER	
STREET ADDRESS		FAX NUMBER	
CITY	STATE	ZIP CODE	EMAIL ADDRESS

**N. AUTHORIZED SIGNATURE**

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
X			

**CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the Adult Reentry Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal.  
(Gov. Code, §§ 6250 et seq.)

## ARG Rehab of Property Project

### Instructions for Proposal Narrative, Project Budget and Budget Detail

**Instructions:** The Proposal Narrative section must be submitted in Arial 12-point font with one-inch margins on all four sides. The narrative must be 1.5-line spaced and cannot exceed **15 numbered pages** in length (See Sample Proposal Formatting Tool Appendix E).

Each Proposal Narrative section should be titled according to its section header as provided (e.g., Project Need, Project Description, Organizational Capacity, Readiness to Proceed). Within each section, address the bulleted items in a cohesive, comprehensive narrative format. You may use footnotes as references however, these must be formatted within the document as indicated above. Do not include website links, charts, graphs or other graphics.

The 15 pages of the Narrative sections do not include the Cover Sheet, Proposal Checklist, Applicant Information Form, Budget Table or Budget Detail section or other required attachments (see *Proposal Checklist*). It is up to the applicant to determine how to use the total 15-page limit in addressing each Narrative section, however as a guide, the percent of total point value for each section is listed under each section header.

The Budget Table and Budget Table Detail must be completed using the Budget Attachment (an Excel workbook, a link is provided on page 23).

The Budget Description section is separate from the Proposal Narrative section and must be submitted in Arial 12-point font with one-inch margins on all four sides. The Budget Description must be 1.5-line spaced and cannot exceed **5 numbered pages** in length. It is up to the applicant to determine how to use the total 5-page limit in addressing the Budget Detail, however as a guide, the percent of total point value for the Budget is listed under the section header.

**Address the Rating Factor below in narrative form:**

Section 1. Project Need (Weighted at: 15%)	
1.1	Explain conditions within the community(ies), including any housing gaps, that can be addressed by the Rehabilitation of Existing Property and Buildings proposal.
1.2	Describe the extent to which the project will address the needs of the grant's target population – individuals formerly incarcerated in state prison.
1.3	Describe relevant key local qualitative and/or quantitative data in support of the need.

**Address the Rating Factor below in narrative form:**

Section 2. Project Description (Weighted at: 35%)	
2.1	Describe the planning process used to develop the design for the proposed renovation, remodel or improvements to existing property and/or buildings.
2.2	Describe the proposed ARG Rehab Project, including: <ul style="list-style-type: none"> <li>The type of property (e.g. transitional housing, permanent supportive housing, safe haven/shelter, etc.) and current purpose.</li> <li>The current overall housing capacity (number and types of units or bed space) and the capacity designated for the target population.</li> </ul>



<b>Section 2. Project Description</b> (Weighted at: 35%)	
	<ul style="list-style-type: none"> <li>A detailed scope of work proposed for the rehabilitation of existing property or buildings project.</li> </ul>
<b>2.3</b>	Complete the Project Activity Timeline (Attachment A of the RFP) identifying key events, dates and comments as appropriate for the proposed project.
<b>2.4</b>	<p>Provide a comprehensive description of the anticipated outcomes at the conclusion of the project, including:</p> <ul style="list-style-type: none"> <li>Number and types of units or bed space (if any), and/or improvements to existing conditions, program spaces, and other ancillary spaces.</li> <li>How the modifications will provide for a safe, sanitary, and appropriate living environment.</li> <li>How the outcomes will address conditions within the community and serve the target population.</li> <li>The projected overall capacity of the project and the designated capacity for the target population.</li> </ul>
<b>2.5</b>	Explain a plan to ensure the project will not result in the displacement of tenants or businesses.
<b>2.6</b>	Describe a plan, including future operating income and expenses, to ensure that the target population (relative to the amount of grant funds used to support the overall project) will be housed at this property in safe and sanitary conditions for the length of the grant period. Include methods for determining eligibility and data collection and record keeping.
<b>2.7</b>	Describe the project's accessibility to reentry services and resources such as public transportation, shopping, health and behavioral health care services.

**Address the Rating Factor below in narrative form:**

<b>Section 3. Organizational Capacity</b> (Weighted at 15%)	
<b>3.1</b>	<p>Describe applicant's experience in:</p> <ul style="list-style-type: none"> <li>Addressing the housing needs of the target population.</li> <li>Developing projects within reasonable timeframes and budgets.</li> <li>Owning real estate assets and maintaining the financial and physical viability of these assets.</li> <li>Compliance with federal, state and local zoning, housing, and environmental laws and regulations.</li> </ul>
<b>3.2</b>	Describe the feasibility of completing the proposed project as outlined in the Project Activity Timeline (Attachment A of the Rehabilitation of Property Request for Proposal).
<b>3.3</b>	Detail other capital in place to support the proposed project, including how the applicant will ensure that BSCC funds are used to solely house the target population.

<b>Section 4. Readiness to Proceed (Weighted 15%)</b>	
<b>4.1</b>	Describe applicant's overall readiness to proceed and begin construction upon grant award, including how the proposed renovations, remodels or improvements will be complete by the end of the grant cycle.
<b>4.2</b>	Describe applicant's current status in obtaining permits and satisfying any other state and local requirements, including CEQA, that are needed to begin the ARG Rehab of Property Project.
<b>4.3</b>	Describe applicant's current funding sources and whether funding is available to begin construction or whether applicant will require a loan or need to acquire other funding for the project.

**Address the rating factor below by completing the 5a ARG Rehab Project Budget Attachment (accessible by link below), which includes a Budget Table and Budget Line Item Detail. Then complete the 5b Budget Description template (Instructions and template below).**

<b>Section 5: Project Budget (Weighted at 20%)</b>	
<b>5.1</b>	Provide complete and detailed budget information in each section of the ARG Rehab Project Budget Attachment (5a link below) and Budget Description (5b narrative instructions below) that includes: <ul style="list-style-type: none"> <li>• Language justifying each expense.</li> <li>• Expenses that are tied to project and planned project activities.</li> <li>• Positions and roles/responsibilities of staff outlined in the RFP</li> </ul>
<b>5.2</b>	Describe the cost effectiveness of the project within the Budget Description format (Section 5b below).
<b>5.3</b>	Describe the source of the matching funds within the Budget Description (Section 5b below).
<b>5.4</b>	If the Total Project Value exceeds the amount of BSCC grant funds requested, describe the source, amount and purpose of additional funds that will support the total project in the Budget Description (Section 5b below).

### **5a ARG Rehab Project Budget Attachment Instructions:**

As part of the application process, applicants are required to submit the **5a ARG Rehab Project Budget Attachment**, which includes a Budget Table and Budget Line Item Detail in an Excel Workbook that can be accessed using the link below.

Upon submission, the ARG Rehab Project Budget Attachment will become Section 5a of the proposal and will be rated as such based on the Program Budget rating criteria listed above.

Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Table and Budget Table Line Item Detail. While it is understood the applicants will be providing estimated costs at the time of application, true costs determined post-award will not

result in an increase or decrease to the grant award. Detailed instructions for completing the ARG Rehab Project Budget Attachment are listed on the Instructions tab of the Excel workbook.

**5a ARG Rehab Project Budget Attachment - [Link](#)**

### **5b Budget Description Instructions:**

Instructions: The purpose of the **5b Budget Description** is to support the amounts requested in the Budget Table and Budget Line Item Detail in the 5a ARG Rehab Project Budget Attachment and further respond to the Budget rating factor. The 5b Budget Description must be submitted in Arial 12-point font with one-inch margins on all four sides. The Budget Description must be double-spaced and cannot exceed **5 pages** in length using the template provided below. Provide the information listed under each line item below with narrative to explain how the requested grant funds, cash match and any additional funds contributing to the project will be used to achieve project goals. The numbers entered into the template below must match those populated in the Budget Table (5a).

1. **Administrative Salaries and Benefits** (not to exceed 5% percent of grant funds): Provide the classification/title, percentage of time, salary/hourly rates, and benefits. Note: salaries and benefits of all other contracted staff go under the line item of Subcontractors.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Administrative Salaries & Benefits: \$

2. **Sub-Contractors:** List all individuals or businesses with whom the grantee will contract to perform part or all of the obligations of the BSCC Grant Agreement. This line item shall include a "general contractor" with overall responsibility for part or all of the project and may also include other subcontractors as needed for the project.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B) \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (a + b + c) for Sub Contractor(s): \$

3. **Architectural Planning:** Cost related to architectural plans and specifications that may include: outline specifications (equipment, and furnishings); floor plans (to scale with dimensions, room designation, references, wall types, and ratings); building sections (heights and dimensions); interior elevations; and preliminary structural, mechanical, and electrical drawings.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Architectural Planning(s): \$

4. **Additional Eligible Costs:** (See list of Eligible Costs (pgs. 4-5))

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Additional Eligible Costs: \$

5. **Other (Travel):** Itemize all costs associated with travel for one trip to Sacramento for grantee orientation.

A. Grant Funds Requested: \$

Narrative Detail:

B. Cash Match Funds: \$

Narrative Detail:

C. Grant Total (A + B): \$

D. Additional Funds Contributing to the Overall Project: \$

Narrative Detail:

E. Total Project Value (A + B + D) for Other: \$

DRAFT

## Attachment A: Project Activity Timeline

Provide a timeline for the major activities to be accomplished or obstacles to be cleared in order to complete the three-year rehab project. Complete the table below indicating start and completion dates for each key event, including comments if desired.

[illegible]

## Part III: General RFP Appendices

General RFP Appendix A.....	Senate Bill 840
General RFP Appendix B.....	Sample Grant Agreement
General RFP Appendix C .....	Preliminary Information for Notice of Exemption
General RFP Appendix D .....	Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement
General RFP Appendix E.....	Sample Proposal Formatting Tool

DRAFT

## General RFP Appendix A: Senate Bill 840

### Adult Reentry Grant

The Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018<sup>1</sup>)

5227-110-0001—For local assistance, Board of  
State and Community Corrections .....50,000,000

Schedule: (1) 4945-Corrections Planning and Grant Programs .....50,000,000

#### Provisions:

1. Funds appropriated in this item shall be awarded by the Board of State and Community Corrections as competitive grants to community based organizations to support offenders formerly incarcerated in state prison. The board shall form an executive steering committee with members from relevant state agencies and departments with expertise in public health, housing, workforce development, and effective rehabilitative treatment for adult offenders, including, but not limited to, the Department of Housing and Community Development, the Office of Health Equity, county probation, representatives of reentry-focused community based organizations, criminal justice impacted individuals, and representatives of housing-focused community based organizations, to develop grant program criteria and make recommendations to the board regarding grant award decisions.
2. Of the amount appropriated in this item:
  - (a) \$25,000,000 shall be available for rental assistance.
  - (b) \$15,000,000 shall be available for the rehabilitation of existing property or buildings for housing offenders released from prison.
  - (c) \$9,350,000 shall be available to support the warm hand-off and reentry of offenders transitioning from prison to communities.
  - (d) Notwithstanding Provision 1 of this item, \$150,000 shall be available to support the Berkeley Underground Scholars Initiative at the University of California, Berkeley.
3. Of the amount appropriated in this item, \$500,000 shall be available to the Board of State and Community Corrections for transfer to Schedule (1) of Item 5227-001-0001 for costs to administer the grant programs and report on program outcomes. Funds transferred pursuant to this provision are available for encumbrance or expenditure until June 30, 2021.
4. Funds appropriated in this item are available for encumbrance or expenditure until June 30, 2021.

<sup>1</sup> [http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\\_id=201720180SB840](http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180SB840)



STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

**BSCC XXX-19**

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTOR NAME

**GRANTEE NAME**

2. The term of this Agreement is:

START DATE

**FEBRUARY 1, 2020**

THROUGH END DATE

**JANUARY 31, 2035**

3. The maximum amount of this Agreement is:

**\$000,000.00**

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	ARG Rehabilitation of Existing Property or Building Project Request for Proposals*	*
Attachment 2	ARG Rehabilitation of Existing Property or Building Project Application for Funding	xx
Appendix A*	ARG Rehabilitation of Existing Property or Building Project Scoring Panel*	*
Appendix B	Criteria for Non-Governmental Organizations Receiving ARG Funds	2

\* Items with an \* are hereby incorporated by reference and can be viewed at: [http://www.bscc.ca.gov/s\\_argrant](http://www.bscc.ca.gov/s_argrant)

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.)

**GRANTEE NAME**

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

**BOARD OF STATE AND COMMUNITY CORRECTIONS**

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

MARY JOLLS

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

## EXHIBIT A: SCOPE OF WORK

### 1. GRANT AGREEMENT – Adult Reentry Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and XXX (hereafter referred to as the Grantee).

### 2. PROJECT SUMMARY AND ADMINISTRATION

A. Project Summary here.....

B. Grantee agrees to administer the project in accordance with Attachment 1: ARG Rehabilitation of Existing Property or Building Project Program Request for Proposals (RFP) (incorporated by reference) and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding, which is attached and hereto and made part of this agreement.

### 3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

**Authorized Officer** with legal authority to sign:

Name:

Title:

Address:

Phone:

Email:

**Designated Financial Officer** authorized to receive warrants:

Name:

Title:

Address:

Phone:

Email:

**Project Director** authorized to administer the project:

Name:

Title:

Address:

Phone:

Email:

## **EXHIBIT A: SCOPE OF WORK**

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

### **4. DATA COLLECTION**

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding.

### **5. REPORTING REQUIREMENTS**

#### **A. Title Report**

The grantee must have on file with the BSCC a current preliminary title report of the project property demonstrating the Grantee owns the property, as well as the history of ownership, encumbrances on the property, and any other relevant elements of legal history.

#### **B. Monthly Progress Reports**

During the three-year period of funding availability (February 1, 2019 to January 31, 2023), Grantee will submit monthly progress reports, which are included as a section of the monthly invoicing process. The progress report section will describe progress made on program objectives and include required data. Reports shall be submitted according to the schedule listed in Exhibit B, Section 1.A. Monthly Invoicing.

#### **C. Annual Budget and Occupancy Reports**

Following the three-year funding availability period, Grantee is required to house persons formerly incarcerated in state prison in the ARG funded project following construction for the duration of the grant period, which will end January 31, 2035. Upon completion of the construction project, Grantee shall provide annual reports that include operating budgets, proof of insurance and occupancy reports. The Annual Budget and Occupancy Report is due January 31 each year following completion of construction through the end of the grant period.

- D. Grantees shall submit all other reports and data as required by the BSCC.

### **6. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

The BSCC will file a Notice of Exemption from CEQA with the Governor's Office of Planning and Research. (Cal. Code Regs., tit. 14, § 15062.) Prior to filing the notice, Grantee shall provide sufficient information regarding the project so that the BSCC may certify that the project is exempt. The BSCC may require the Grantee to provide an opinion by competent legal counsel attesting to the project's exempt status. The BSCC may deem ineligible and rescind a conditional award if the BSCC is unable to certify the project exempt because of one or both of the following: (1) the Grantee has not provided

## **EXHIBIT A: SCOPE OF WORK**

sufficient information for the BSCC to make a determination of exempt status after 60 days following the conditional award or (2) the BSCC determines the project is not exempt from CEQA.

The filing of the Notice of Exemption and the posting on the list of notices start a 35 - day statute of limitations period on legal challenges to the determination that the project is exempt from CEQA.

The BSCC will not enter into a grant agreement with the applicant until the Notice of Exemption has been filed, the statute of limitations has expired, and all legal challenges have been resolved. The BSCC may also decline to enter into a grant agreement or may rescind the conditional award if any legal challenges to the local project approval process remain unresolved after the BSCC has completed its Notice of Exemption process.

### **7. DEED OF TRUST**

Prior to any grant payments being made, and as a condition to receipt of the award, the Grantee shall execute and deliver a promissory note to the Board. The amount of the note shall be the amount of the grant and the note shall be secured by a deed of trust on the project property naming the Board of State and Community Corrections, State of California as the beneficiary. The deed of trust shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Board and shall secure the Board's financial interest in the project and the performance of the applicant's program obligations. The Board shall have a lien on any property or building constructed, renovated, or remodeled for the duration of the grant agreement until January 30, 2035.

If the grantee ceases to be a nonprofit organization or the facility is no longer used for the housing of persons released from state prison, the Board may foreclose upon the lien, take possession of and sell the property.

### **8. PROJECT RECORDS**

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

## EXHIBIT A: SCOPE OF WORK

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

## 9. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the ARG Rehabilitation of Existing Property or Buildings Scoring Panel (Scoring Panel) from receiving funds awarded under the ARG Rehabilitation of Existing Property or Buildings RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the ARG Scoring Panel roster (*Appendix A - incorporated by reference and available here: [http://www.bscc.ca.gov/s\\_grant/](http://www.bscc.ca.gov/s_grant/)* October 20, 2019) and ensuring that no grant dollars are passed through to any entity represented by the members of the ARG ESC or Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS****1. INVOICING AND PAYMENT**

- A. **Monthly Invoicing:** During the three-year period of funding availability, Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period. Reimbursement will begin only after the Grantee has executed a contract with a general contractor for the ARG Rehabilitation of Existing Property or Buildings Project. Grantee must submit invoices (which will include a progress report) with supporting documentation within 45 days following the end of the reporting period through an online process.

**Invoicing Periods****Due no later than:**

1. February 1, 2020 to February 28, 2020	April 15, 2020
2. March 1, 2020 to March 31, 2020	May 15, 2020
3. April 1, 2020 to April 30, 2020	June 15, 2020
4. May 1, 2020 to May 31, 2020	July 15, 2020
5. June 1, 2020 to June 30, 2020	August 15, 2020
6. July 1, 2020 to July 31, 2020	September 15, 2020
7. August 1, 2020 to August 31, 2020	October 15, 2020
8. September 1, 2020 to September 30, 2020	November 15, 2020
9. October 1, 2020 to October 31, 2020	December 15, 2020
10. November 1, 2020 to November 30, 2020	January 15, 2021
11. December 1, 2020 to December 31, 2020	February 15, 2021
12. January 1, 2021 to January 31, 2021	March 15, 2021
13. February 1, 2021 to February 28, 2021	April 15, 2021
14. March 1, 2021 to March 31, 2021	May 15, 2021
15. April 1, 2021 to April 30, 2021	June 15, 2021
16. May 1, 2021 to May 31, 2021	July 15, 2021
17. June 1, 2021 to June 30, 2021	August 15, 2021
18. July 1, 2021 to July 31, 2021	September 15, 2021
19. August 1, 2021 to August 31, 2021	October 15, 2021
20. September 1, 2021 to September 30, 2021	November 15, 2021
21. October 1, 2021 to October 31, 2021	December 15, 2021
22. November 1, 2021 to November 30, 2021	January 15, 2022
23. December 1, 2021 to December 31, 2021	February 15, 2022
24. January 1, 2022 to January 31, 2022	March 15, 2022
25. February 1, 2022 to February 29, 2022	April 15, 2022
26. March 1, 2022 to March 31, 2022	May 15, 2022
27. April 1, 2022 to April 30, 2022	June 15, 2022
28. May 1, 2022 to May 31, 2022	July 15, 2022
29. June 1, 2022 to June 30, 2022	August 15, 2022
30. July 1, 2022 to July 31, 2022	September 15, 2022
31. August 1, 2022 to August 31, 2022	October 15, 2022
32. September 1, 2022 to September 30, 2022	November 15, 2022
33. October 1, 2022 to October 31, 2022	December 15, 2022
34. November 1, 2022 to November 30, 2022	January 15, 2023



## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- |   |                   |
|---|-------------------|
| 35. December 1, 2022 to December 31, 2022 | February 15, 2023 |
| 36. January 1, 2023 to January 31, 2023   | March 15, 2023    |

- B. An invoice is due to the BSCC even if grant funds are not expended during the reporting period.
- C. Grantee must maintain adequate supporting documentation for all costs claimed on invoices for reimbursement. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the Grantee on site and be readily available for review during BSCC site visit.

### **2. GRANT AMOUNT AND LIMITATION**

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

### **3. BUDGET CONTINGENCY CLAUSE**

- A. This grant agreement is valid through ARG funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the Grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the California Budget Act of 2018 (Senate Bill 840, Chapter 29, Statutes of 2018) and the California Budget Act of 2019 (Assembly Bill 74, Chapter 23, Statutes of 2019.) It is mutually agreed that if the Budget Acts do not appropriate sufficient funds for the program, this Grant Agreement shall be of no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- B. If ARG funding is reduced or falls below estimates contained within the ARG Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

## **EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

### **4. PROJECT COSTS**

- A. The Grantee agrees to comply with the BSCC Grant Administration Guide requirements as posted on the BSCC website (currently the BSCC Grant Administration Guide July 2016) including any updated version that may be posted during term of the grant agreement. BSCC will notify grantees whenever an updated version is posted. The BSCC Grant Administration Guide is available at [http://www.bscc.ca.gov/s\\_correctionsplanningandprograms/](http://www.bscc.ca.gov/s_correctionsplanningandprograms/)
- B. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.
- C. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- D. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- E. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

### **5. PROMPT PAYMENT CLAUSE**

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

### **6. WITHHOLDING OF GRANT DISBURSEMENTS**

- B. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- C. At such time as the balance of state's remaining funds reaches 5 percent of the total amount of reimbursement that the grantee is eligible for at the time, the state shall withhold this amount as security, to be released to the grantee upon compliance with all agreement provisions. Requests for release of this state retention will only be considered after:
  - 1) Completion of rehabilitation of property;
  - 2) The grantee is housing persons formerly incarcerated in state prison and/or is accepting housing requests from persons formerly incarcerated in state prison.



**EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS**

- D. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- E. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

**7. PROJECT BUDGET**

Budget Line Items	<b>A</b> Grant Funds	<b>B</b> Match Funds	<b>C</b> Grant Total	<b>D</b> Additional Funding	<b>E</b> Total Project Value
1. Administrative Salaries & Benefits	\$0	\$0	\$0	\$0	\$0
2. Subcontracts	\$0	\$0	\$0	\$0	\$0
3. Architectural Planning	\$0	\$0	\$0	\$0	\$0
4. Additional Eligible Costs	\$0	\$0	\$0	\$0	\$0
7. Other (Travel, Training, etc.)	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

## EXHIBIT C: GENERAL TERMS AND CONDITIONS

### General Terms and Conditions – GTC 04/2017

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

## EXHIBIT C: GENERAL TERMS AND CONDITIONS

**9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

**10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

**12. TIMELINESS:** Time is of the essence in this Agreement.

**13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

**14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

## EXHIBIT C: GENERAL TERMS AND CONDITIONS

**15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

**16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

## EXHIBIT C: GENERAL TERMS AND CONDITIONS

**17. UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**18. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

**19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**20. LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **1. GRANTEE'S GENERAL RESPONSIBILITY**

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP and Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the ARG Rehabilitation of Existing Property or Building Project RFP. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

### **2. GRANTEE ASSURANCES AND COMMITMENTS**

#### **A. Compliance with Laws and Regulations**

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

#### **B. Fulfillment of Assurances and Declarations**

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: ARG Rehabilitation of Existing Property or Building Project RFP, Attachment 2: ARG Rehabilitation of Existing Property or Building Project Application for Funding., documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

#### **C. Permits and Licenses**

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

### **3. POTENTIAL SUBCONTRACTORS**

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the ARG Rehabilitation of Existing Property or Building Project RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

- 1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

- 2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

### **4. PROJECT ACCESS**

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

### **5. ACCOUNTING AND AUDIT REQUIREMENTS**

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

### 6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1. debarred by any federal, state, or local government entities during the period of debarment; or
- 2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix E of the original Proposal Package).

### 7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: ARG Program Request for Proposals and Attachment 2: ARG Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.



## **EXHIBIT D: SPECIAL TERMS AND CONDITIONS**

### **8. TERMINATION**

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
  - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: ARG Request for Proposals and Attachment 2: ARG Application for Funding, or approved modifications;
  - 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
  - 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

### **9. SETTLEMENT OF DISPUTES**

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or

## EXHIBIT D: SPECIAL TERMS AND CONDITIONS

with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee 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.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

### 10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

## **APPENDIX A: ARG REHABILITATION OF EXISTING PROPERTY OR BUILDINGS SCORING PANEL**

The Scoring Panel roster is incorporated by reference and can be accessed here:  
[http://www.bscc.ca.gov/s\\_argrant/](http://www.bscc.ca.gov/s_argrant/) (available October 20, 2019)

SAMPLE  
GRANT  
AGREEMENT

**APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING ARG FUNDS**

The ARG Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving ARG funds. The RFP describes these requirements as follows:

Any Community Based Organization that receives ARG grant funds as an applicant must have been duly organized, in existence, and in good standing as of March 12, 2019.

Any partnering NGO that receives Adult Reentry Grant Program funds as a subgrantee, or subcontractor must have been duly organized, in existence, and in good standing at least six months before entering into a fiscal agreement with the BSCC grantee)

- In either instance (applicant or partner) Non-governmental organizations entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement or sub-contract.
  - In addition, all NGOs must meet the following additional requirements:
  - Be registered with the California Secretary of State's Office, if applicable;
  - Have a valid business license, if required by the applicable local jurisdiction;
  - Have a valid Employer Identification Number (EIN) or Taxpayer ID (if sole proprietorship);
  - Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
  - Have a physical address.
- Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g. counties, cities, school districts, etc.).

**APPENDIX B: CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING ARG FUNDS**

In the table below, provide the name of the Grantee and list all contracted parties.

**Grantee:**

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the ARG RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

**A signature below is an assurance that all requirements listed above have been met.**

<b>AUTHORIZED SIGNATURE</b> (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only)  X			DATE

**General RFP Appendix C: Preliminary Information for Notice of Exemption**

<b>PROJECT TITLE:</b>			
<b>PROJECT LOCATION:</b>			
STREET ADDRESS			
CITY	STATE	ZIP CODE	COUNTY
<b>DESCRIPTION OF NATURE, PURPOSE, AND BENEFICIARIES OF PROJECT:</b>			
<b>EXEMPT STATUS (CHECK <u>ONE</u>):</b>			
<input type="checkbox"/> <b>Categorical Exemption.</b> State type and section number:		<input type="checkbox"/> <b>Statutory Exemption.</b> State code number:	
<b>REASONS WHY PROJECT IS EXEMPT:</b>			

NAME	TITLE
SIGNATURE	DATE
<b>X</b>	

## General RFP Appendix D: Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

☐ I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

☐ I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

☐ I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (Blue Ink Only)			DATE
X			

[illegible]