

# **NOTICE OF AVAILABILITY OF FUNDS**

by the California Department of Industrial Relations'  
Division of Apprenticeship Standards

**Equal Representation in Construction Apprenticeships (ERiCA) Grant**

**Program Year (PY) 2023-2025**

**Solicitation for Proposals (SFP)**



**To be released by October 10, 2022**

This publication is issued by the Department of Industrial Relations as part of the Equal Representation in Construction Apprenticeships (ERiCA) award totaling up to \$25,000,000 over a two and a half year period.

# Table of Contents

This section MUST be followed in developing the applications and implementing the projects.

NOTICE OF AVAILABILITY OF FUNDS.....	1
<b>A. Introduction.....</b>	<b>1</b>
<b>B. Background.....</b>	<b>1</b>
<b>C. Program Overview .....</b>	<b>2</b>
<b>D. Project Goals and Objectives .....</b>	<b>4</b>
<b>E. Eligible Applicants.....</b>	<b>5</b>
<b>F. Funding.....</b>	<b>5</b>
<b>G. Performance Period.....</b>	<b>8</b>
<b>H. Reporting Capacity .....</b>	<b>9</b>
<b>I. Grant Clarification and Cost of Developing Application .....</b>	<b>9</b>
<b>J. Significant Dates.....</b>	<b>10</b>
<b>K. Amendments, Cancellations, and Discussions .....</b>	<b>10</b>
<b>L. Applicant Teleconference .....</b>	<b>11</b>
<b>M. Scoring Rubric .....</b>	<b>11</b>
<b>Appendix 1 – Application Instructions .....</b>	<b>12</b>
<b>Appendix 2 – Sample Agreement Terms and Conditions.....</b>	<b>15</b>

## **A. Introduction**

The California Department of Industrial Relations (DIR) through its Division of Apprenticeship Standards (DAS) announces the availability of \$25,000,000 in funds for the Equal Representation in Construction Apprenticeship (ERiCA) Grant Program Year 2023-25 (PY 23-25). The grant performance period is expected to be April 1, 2023 - June 30, 2025.

This document contains general instructions, procedures, formats, and timelines for submitting project applications to DIR.

Applications must be submitted using the format and sequence described in these Instructions and address the SFP specification for the project for which funding is sought.

## **B. Background**

Nationally, only 3 to 4 percent of the building trades' workforce are women. The construction industry's urgent need for skilled workers creates opportunities for women and other underserved populations to enter and advance in the building/construction trades.

Underserved populations include other demographic groups such as justice involved, at-risk youth, veterans and people of color. Improving equity in the trades will also help to address the imminent gap in the labor force that will be created with record-levels of upcoming retirements of skilled tradespeople. Jobs in the trades provide a chance for meaningful work with high wages; workers in a skilled trade career can expect to earn more than 20 percent than in other industries.

This grant seeks to improve access to training and employment opportunities for underserved populations in construction trades across all communities throughout the state, by providing supportive resources for childcare along with outreach to and community building among underserved populations. The funding for this grant comes from CA General Fund in the annual budget bills which allocated a total of \$30 million across the two budget years 2021-2023, SB-129 for 2021-22 and SB 154 for 2022-2023. In addition, SB 191 from 2022-2023 established a Women in Construction Priority Program within DIR, with a mandate to assist and provide resources to women in the construction industry. DIR is working across various divisions and departments to achieve this mandate and this grant is a part of that overall strategy.

One of the main goals of the grant is to increase opportunities for women and underserved populations into construction careers by removing a primary barrier: childcare costs. Another goal is to increase targeted outreach directed to these underserved communities. The grant funds aim to support projects that also align with Workforce Innovation and Opportunity Act (WIOA) programs and that implement co-enrollment strategies, braid other program funding, provide supportive services, and create onramps to career pathways for California's underserved populations.

## C. Program Overview

The grant funding seeks to improve access to training and employment opportunities for underserved populations in construction trades across all communities throughout the state, by providing supportive resources for childcare along with outreach to and community building among underserved populations.

Therefore, proposals submitted for this funding opportunity must fall into one of or both of the following categories:

### 1. Supportive Resources for Childcare

This funding is intended to support with childcare for participants in Division of Apprenticeship Standards (DAS) registered apprenticeship and pre-apprenticeship programs and could be utilized alongside WIOA co-enrollment services. The funding can be used to support stipends, which are intended to pay for childcare, and/or to cover the cost of childcare coordination or in house childcare for participants' families. The amount awarded will be calculated as follows:

**1A. Pre-apprenticeship:** This funding will go to DAS registered construction pre-apprenticeship programs that are providing direct support for parents who are pre-apprentices in construction careers. The amount awarded will be calculated as follows:

- \$5,000 per eligible participant served within the grant period in a DAS registered pre-apprenticeship program.

**1B. Apprenticeship:** This funding will go to DAS registered construction apprenticeship programs hiring apprentices that are parents. The amount would be calculated as follows:

- \$10,000 per eligible participant served per year in a DAS registered construction apprenticeship program in which the apprentice was active within the grant period.

Eligible participants are those apprentices or preapprentices that are parents to children under the age of 18. Proposals under this category of funding must identify how many eligible participants the grant will support.

### 2. Outreach and Community Building

This category of funding is designed to bolster outreach and community building to better support women, non-binary, and underserved populations interested in a career in the building/construction industry.

Underserved populations are defined as participants who would be eligible for WIOA Title I funding; Adult, Dislocated Workers and Out-of-School and In-School Youth. The following are links to further understand these different population categories as defined by WIOA Title I:

- Adults
  - [Workforce Innovation and Opportunity Act \(WIOA\) Section 3\(2\)](#)

- [Title 20 Code of Federal Regulations \(CFR\) 663.110](#)
- Dislocated Workers
  - [WIOA Section 3\(15\)](#)
  - [Title 20 CFR 663.110](#)
- Out-Of-School Youth
  - [WIOA 129\(a\)\(1\)\(B\)](#)
  - [Title 20 CFR 681.210](#)
- In-School Youth
  - [WIOA 129\(a\)\(1\)\(C\)](#)
  - [Title 20 CFR 681.220](#)

Allowable reimbursable activities include:

- a. Recruiting and training mentors to support women, non-binary and other underserved populations;
- b. Providing technical assistance to apprenticeship programs that are working to achieve better representation of women, non-binary and underserved populations in their program both in terms of sourcing and advancement through the program.
- c. Creating new marketing strategies to recruit more women, non-binary and underserved populations into the trades. Activities could include a hands-on Women’s Career Fair, which provides opportunities to use simulators, hand tools, etc. or other innovative outreach strategies.
- d. Crafting regional networking among women, non-binary and underserved populations in the trades;
- e. Initiating intentional cohorting of women, non-binary and underserved populations entering the trades to create a supportive community;
- f. Targeting outreach and networking with contractors and employers to address any concern around hiring women, non-binary and underserved apprentices;
- g. Coordinating with public officials at Cal-OSHA and the Labor Commissioner’s Office on trainings on workplace health, safety, and wage and hour rights.

Proposals for this category of funding will need to articulate the number of participants served and clearly identify the type of outreach/recruitment that will be used.

All entities applying for this category of funding will be required to work in collaboration with the DIR Office of External Affairs and/or their selected vendor to collaborate on marketing campaigns to attract more women, non-binary and underserved populations into the construction workforce. This may include, but is not limited to, providing content such as

videos, pictures, text or graphics for marketing campaigns, cross promoting events and opportunities, and social media and event collaboration. Outreach materials developed from this funding must comply with DIR's departmental brand guide and style guide, as well as any DIR departmental language glossaries if translating materials to other languages and may be subject to approval by the DIR Office of External Affairs as determined by DIR. Entities that are awarded funding under this category are required to consult the DIR Office of External Affairs in planning meetings of any projects that involve public outreach or education to facilitate effective messaging. Entities awarded this category of funding must also comply with provisions governing the assignment of rights to any outreach materials to DIR and the State, including affixing appropriate copyright notices and acknowledging the support of DIR and the State.

#### **D. Project Goals and Objectives**

The goals of this Grant are to:

- a) Provide women, non-binary and underserved populations opportunities to train for a construction career with greater access to DAS registered pre-apprenticeships and apprenticeships
- b) Increase awareness among women, non-binary and underserved populations of preapprenticeship and apprenticeship programs that create an onramp into a career in the building/construction industry
- c) Reduce contractors and employers concerns regarding hiring women, non-binary and underserved apprentices
- d) Increase the number of women, non-binary and underserved populations employed in the construction trades
- e) Increase the number of women, non-binary and underserved populations registered in construction apprenticeships and pre-apprenticeships

Proposals should clearly articulate which metrics they will be advancing and offer milestones, targets and progress towards those metrics in their proposal.

Grant Applicants are encouraged to partner with Local Education Agencies (LEA's), Workforce Development Boards, apprenticeship intermediaries, Community Based Organizations (CBOs), Non-Governmental Organizations (NGOs), and other workforce development stakeholders to achieve the stated outcome of increasing the employment of women, non-binary and underserved populations in the building/construction trades. These partnerships will provide supportive services to assist the grantee in achieving the outcomes of the grant.

Grant Applicants shall prioritize facilitating and supporting critical relationships to create a synchronized workforce and education system with clear connections for access to pre-apprenticeship and apprenticeship opportunities.

To provide program sustainability, Grant Applicants are encouraged to submit proposals that leverage state and federal investments and utilize resources and commitments from industry, labor, public, and community partners.

The aim is to enhance and/or expand existing collaborations with CBOs and local/regional entities that have a demonstrated history of assisting women, non-binary and underserved populations in successfully completing education and training programs and providing wrap-around services (childcare, mental health, health, financial literacy, and other supportive services)

## **E. Eligible Applicants**

1. Eligible Grant applicants are limited to organizations that support equal representation in the construction workforce, including:

- Non-profits
- Community-based Organizations
- Local Education Agencies
- Workforce Development Boards
- Unions
- State Registered construction apprenticeship and pre-apprenticeship program sponsors

2. Eligible Grant applicants must have the following background and experience:

Operated at least two pre-apprentice or apprentice cohorts focusing on equity and inclusion of underserved populations in the building/construction industry over the past four years; or

Marketed, recruited or advocated for women in state registered construction pre-apprenticeship and apprenticeship programs.

3. The selected projects are required to work in collaboration with:

- DAS Registered Pre-Apprenticeship Programs or
- DAS Registered Apprenticeship Programs

## **F. Funding**

The total funding available through this Grant is \$25,000,000. The funding will be allocated across the two different categories of this grant. DIR reserves the right to change the award amount depending on the quantity and quality of applications submitted under this SFP. The funds that are provided under this grant award must be expended according to all applicable California statutes, regulations and policies.

## **Award Amounts**

**#1 Supportive Resources for Childcare-** The amount awarded will be calculated as follows:

- **1A. Pre-apprenticeship:** \$5,000 per eligible participant served within the grant period in a DAS registered pre-apprenticeship program.
- **1B. Apprenticeship:** \$10,000 per eligible participant served per year in a DAS registered construction apprenticeship program in which the apprentice was active within the grant period.

Proposals under this category of funding must identify how many eligible participants the grant will support. The maximum amount per proposal for this category of funding is \$3,000,000.

**#2: Outreach and Community Building** – The maximum amount per proposal for this category of funding is \$2,000,000.

If an applicant is applying to both categories of funding (#1 and #2), the **maximum combined** grant proposal cannot exceed \$4,000,000.

Final awards and participant counts may be adjusted depending on the number of successfully submitted proposals. This grant intends to fund projects that can leverage other resources to maximize the impact of the project, earn the maximum return on investment, and foster project replication and sustainability.

Indirect costs are limited to 15% of the total award.

Proposed funding is based on the anticipated availability of relevant funds. Should there be any developments that impact the availability of funding, DIR reserves the right to make adjustments based on the level of funding. DIR will be performing annual assessments to ensure that grant recipients are meeting performance metrics and reserves the right to modify grant recipient awards based on those assessments.

## **Grant Expenditures**

Allowable expenses will be distinct for the two different grant categories.

Allowable expenses for #1 **Supportive Resources for Childcare** include:

- Childcare stipend directly to apprentices or preapprentices
- All costs associated with an onsite day care such as facilities, staffing, childcare supplies, food, utilities, toys, books
- Childcare coordinator
- Daycare reimbursement
- In home childcare costs

Allowable expenses for #2 **Outreach and Community Building** include:

- Staffing costs and project management for activities including:



- Recruiting and training mentors to support women, non-binary and other underserved populations;
- Providing technical assistance to apprenticeship programs that are working to achieve better representation of women, non-binary and underserved populations in their program both in terms of sourcing and advancement through the program.
- Creating new marketing strategies to recruit more women, non-binary and underserved populations into the trades. Activities could include a hands-on Women's Career Fair, which provides opportunities to use simulators, hand tools, etc. or other innovative outreach strategies.
- Crafting regional networking among women, non-binary and underserved populations in the trades;
- Initiating intentional cohorting of women, non-binary and underserved populations entering the trades to create a supportive community;
- Targeting outreach and networking with contractors and employers to address any concern around hiring women, non-binary and underserved apprentices;
- Coordinating with public officials at Cal-OSHA and the Labor Commissioner's Office on trainings on workplace health, safety, and wage and hour rights.
- Mentor stipends
- Outreach costs, including paid advertising, content production, contracting press relations, flyers and marketing materials for event, website update and building
- Event related costs including registration fees, travel, facilities rental and speaker fees
- Tools and other demonstration equipment

General principles regarding costs and expenses for all categories of funding:

(a) Costs must meet the following general criteria to be allowable:

- Must be necessary and reasonable for the performance of the grant award, and allocable to the grant award.
- Must be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost.
- Must be adequately documented.
- Must be allowable under, or otherwise comply with, grant requirements and grant award terms and conditions.
- Must be in compliance with applicable state laws and requirements.

(b) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:

- Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant award.
- The requirements of the grant and the terms and conditions of the grant award.
- Market prices for comparable goods or services for the geographic area.

- Whether the recipient deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the award's cost.

(c) A cost is allocable to the grant award if the cost is incurred specifically for the award.

(d) If the cost benefits both award and non-award activities, the proportion that may be approximated using reasonable and properly documented methods may be charged to the grant award if approved by DIR.

Under no circumstances shall these funds be utilized for:

- Political Activity
- Campaign Activity
- Lobbying
- Goods or services for *personal use* of the recipient's or subrecipient's employees
- Penalties and fees resulting from violations of, alleged violations of, or failure to comply with, Federal, state, tribal, local or foreign laws and regulations.
- Acquisition of buildings, facilities, or land or to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations of an existing building or facility (including site grading and improvement, and architecture fees). Building means any permanent structure that is designed or intended for support, enclosure, shelter, or protection of person, animals, or property having a permanent roof that is supported by columns or walls. This also includes costs for construction and construction-related materials, which may include, but are not limited to the purchase of building materials such as wood, nails, concrete, asphalt, roofing, gravel, sand, paint, insulation, drywall, or plumbing.

## **Payment Schedule**

The grant will be awarded 50 percent upon award and signing of the grant agreement, and then 50 percent after a one year review in which the awardee demonstrates achievement of stated outcomes and metrics in the grant agreement.

A grant agreement must be executed before grants will be funded. A list of some of the terms and conditions contained in a grant agreement is included as Appendix 2. Grant applicants are encouraged to review Appendix 2 carefully to ensure that they are able to abide at the very least by the minimum terms and conditions.

## **G. Performance Period**

DIR expects that the performance period for participating grantees funded under this Grant will be from April 1, 2023 through June 30, 2025. No obligation or commitment of funds will be allowed before or beyond the grant period of performance. Any grant funds not expended during the grant agreement period shall be returned to the state no later than July 30, 2025. No extensions will be granted for this funding.

## H. Reporting Capacity

All reporting requirements must be fulfilled through the State's reporting systems. All grantees must have access and capacity to register apprentices and pre-apprentices under the grant in the required State online reporting systems – the California Apprenticeship System (CAS). Grantees will be expected to provide a report on progress towards agreed upon and contracted outcomes twice/year.

All grantees will, at a minimum, need to report on:

- Fiscal report with use of funds, along with remaining unutilized funds
- Progress towards agreed upon outcomes
- Partner organizations

Recipients of **1. Supportive Resources for Childcare** will be required at a minimum to report:

- Number of eligible participants served, with a breakdown by demographics and family status
- Names of eligible participants served, to be validated as registered with DAS through the CAS, the DAS web registration database, along with:
  - Demographic information
  - Family Status
- Eligible participant progress through the program including completion or exit and reason

Recipients of **#2 Outreach and Community Building** will need to clearly state metrics and outcomes in their proposal and will need to report, at a minimum, specifically on the milestones and progress towards those outcomes in their reporting.

Additional reporting information, requirements and instructions shall be provided to grantees once awarded.

## I. Grant Clarification and Cost of Developing Application

If any ambiguity, conflict, discrepancy, omission, or other error in this Grant is discovered, immediately notify the DIR of the error, and request a written modification or clarification of the document. A clarifying addendum will be given to all parties who have obtained the SFP, without divulging the source of the request. Insofar as practical, DIR will give such notice to other interested parties, but DIR shall not be responsible for failure to do so.

Written questions concerning the specifications in this SFP must be submitted by email to [DASGrantUnit@dir.ca.gov](mailto:DASGrantUnit@dir.ca.gov).

The applicant is responsible for the cost of developing an application, and this cost cannot be charged to the State. In addition, DIR is not liable for any costs incurred as a result of withdrawing a proposed award or canceling the SFP.

## J. Significant Dates

### Application Timeline:

- October 11, 2022.....SFP Release
- November 10, 2022.....Last date to email questions to DIR/DAS
- December 6, 2022.....Informational teleconference
- December 12, 2022.....Last date for DIR/DAS to respond to questions
- December 15, 2022.....Notice of Intent due
- January 12, 2023.....Proposals Due
- Jan 17, 2023 - Feb 24, 2023.....Proposal Review and Evaluation
- Feb 24, 2023.....Estimated Award Announcement
- April 1, 2023.....Estimated Project start date

**Note** - If it becomes necessary to revise this SFP before the due date for proposals, amendments shall be provided to all prospective Applicants who were sent this SFP or otherwise are known by the DIR/DAS to have obtained this SFP. Acknowledgment of the receipt of all amendments to this SFP issued before the proposal due date shall accompany the Applicant's proposal in the Transmittal Letter accompanying the Technical Proposal submittal.

**Note** - Amendments made after the due date for proposals will be sent only to those Applicants who submitted a timely proposal and remain under consideration for award as of the issue date of the amendment. Acknowledgement of the receipt of amendments to the SFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Applicant from complying with all terms of any such amendment.

**Note** - All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this SFP.

**Note - Deadline for Notice of Intent to Apply.** The DIR/DAS can develop a more efficient process for reviewing and evaluating applications if there is knowledge of the number of entities that intend to apply for funding under this competition. **Each potential applicant is strongly encouraged to notify the DIR/DAS of its intent to apply by sending a brief email message with the applicant organization's name and address to [DASGrantUnit@dir.ca.gov](mailto:DASGrantUnit@dir.ca.gov) address with "Intent to Apply" in the email subject line by December 15, 2022.** Applicants that do not provide this email notification may still apply for funding.

## K. Amendments, Cancellations, and Discussions

The State reserves the right to amend or cancel this SFP; accept or reject any and all proposals, in whole or in part, received in response to this SFP; to waive or permit cure of minor irregularities; and to conduct discussions with all qualified or potentially qualified Applicants in any manner necessary to serve the best interests of the State of California. The State also reserves the right, in its sole discretion, to grant an award based upon the written proposals received without prior discussions or negotiations.

## **L. Applicant Teleconference**

DIR/DAS will hold an informational teleconference for this SFP solicitation via a webinar on December 6, 2022, to review application requirements and answer questions regarding this SFP. For meeting information, please send an email request to [DASGrantUnit@dir.ca.gov](mailto:DASGrantUnit@dir.ca.gov). Attendance at the informational teleconference is optional and will not preclude the submission of an application.

Last day to email questions to DIR/DAS at [DASGrantUnit@dir.ca.gov](mailto:DASGrantUnit@dir.ca.gov) is 1:00pm on November 10, 2022. The questions and answers will be compiled and posted on the DAS website after the information session.

## **M. Scoring Rubric**

All applications will be scored 1-5 on all the following, and the score is weighted accordingly:

- Fulfills eligibility requirements (15%)
- Demonstrated history of serving under-represented populations in construction (15%)
- Feasibility of proposed plan (20%)
- Effective use of funding to achieve outcomes (15%)
- Strength and breadth of partnership building (10%)
- Strength of projected outcomes (25%)

## Appendix 1 – Application Instructions

All applications will be accepted through our online solicitation management system. More information and links will be posted to the DAS Grants Website by December 5. If you want to be emailed the instructions, please send an email to [DASGrantUnit@dir.ca.gov](mailto:DASGrantUnit@dir.ca.gov) and the instructions will be emailed on the same day that they are publicly posted to the website.

The questions on the application will include:

- Project title (short text box)
- Funding
  - Requested Funding: \$
  - Total Project Amount: \$
  - Amount of Match (Optional) – Cash or in/kind match: \$
- Lead Applicant organization (short text boxes)
  - Organization name
  - URL
  - Phone number
  - Address
  - CA Tax ID Number
  - IRS Tax ID Number
  - Type of Organization (Checklist – check all that apply)
    - Non-profit
    - For-profit private or public organization
    - Community-based Organization
    - Local Education Agency
    - Workforce Development Board
    - Union
    - State Registered construction apprenticeship program sponsor
    - State Registered pre-apprenticeship program sponsor
- Lead contact information (short text boxes)
  - Name
  - Title
  - Organization
  - Email
  - Phone
- Affiliated DAS Registered Apprenticeship or PreApprenticeship Program (short text boxes)
  - Organization Name
  - Occupations registered with DAS
  - DAS File Number
  - Partner letters of support
    - *Partnership letter required from every listed partner organization*
- Other partner organizations (paragraph text boxes)

- *Please provide a list with the Organization Name, contact information and URL for every partner organization*
- Partner letters of support (document upload)
  - *Partnership letter required from every listed partner organization. Please upload signed PDFs of all partnership letters*
- Which counties will you be serving with this program
  - (Checklist with all CA Counties)
  - *Please check all that apply*
- Geographic Regions served (short paragraph description, limit 200 words)
  - *Please describe the geographic region you will aim to serve through this proposal*
- Which categories of funding are you applying for and at what levels: (short text boxes)
  - Supportive Resources for Childcare
    - Number of PreApprentices
    - Number of Apprentices
  - Outreach and Community Building
  - Overall total funding requested
- What industries and occupations do you plan on serving (short paragraph description, limit 100 words)
- Project Summary (short paragraph description, limit 200 words)
  - *Provide a high level overview of your proposal, and if selected you should expect this description to be used publicly to communicate about your proposal.*
- Describe the target populations this proposal aims to serve (short paragraph description, limit 300 words)
- Project Narrative (long paragraph description, limit 1000 words)
  - *Describe your proposal with a comprehensive framework and description of all aspects of the proposed project. It must be succinct, clear, and well-organized so that reviewers can understand the proposed project.*
- Provide the background experience relevant to proposal. (long paragraph description, limit 600 words)
  - *Be sure to articulate organizational and partnership experience that meets the requirements articulated in the solicitation.*
- Describe how the population you serve is involved in the work of your organization. (long paragraph description, limit 300 words)
- Provide name and bios of the leadership team of the applicant organization and their relevant background to this work. (long paragraph description, limit 300 words)
- Describe the team that would be implementing this program and their relevant background to this work (long paragraph description, limit 300 words)
  - *If the same team as in the question above, no need to repeat names and bios*
- Briefly describe your most significant collaboration and partnership with other entities in your field or geographic area and the role of the different partners in this proposal. (long paragraph description, limit 600 words)
- Project Plan:
  - Goals
  - Activities
  - Outcomes
  - Deliverables

- Milestones
  - *Be specific with timeframes*
- Where does this project fit within your organizational strategy and vision?
- What are the potential barriers to success and alternative plans to ensure the project success?
- Budget narrative – Describe the use of funds and any matching funds being provided. Describe the different categories of costs.
- Project budget – Follow template



## Appendix 2 – Sample Agreement Terms and Conditions

The following are some of the terms and conditions that will be included in the final grant agreement. These terms do not represent all of the requirements in the final grant agreement, but all of the following terms will, at a minimum, be included in the grant agreement in a substantially similar form.

A. **Amendment:** No amendment or variation of the terms of this Grant 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 Grant Agreement is binding on any of the parties.

B. **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of DIR in the form of a formal written amendment.

C. **Audit:** Grantee agrees that DIR, the Department of General Services, Department of Finance, 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 Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant or Contract related to performance of this Grant Agreement.

D. **Availability of funds:** DIR's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.

E. **Compliance with Laws and Regulations.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.

F. **Conflict of Interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.

G. **Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with DIR staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with DIR staff shall be subject to resolution by the DIR Director, or their designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.

H. **Fiscal Management Systems and Accounting Standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of

grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

**I. Governing Law and Venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, DIR and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

**J. Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

**K. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State and DIR and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee, and out of the operation of equipment that is purchased with funds from this Grant Award.

**L. Independent Contractor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of DIR.

**M. Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its third party entities shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. The Grantee and its third party entities shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its third party entities shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Civil Rights Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its third party entities shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Grant Agreement

N. **No Third Party Rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.

O. **Ownership:** All information or data received or generated by the Grantee under this Grant Agreement shall become the property of DIR. No information or data received or generated under this Grant Agreement shall be released without DIR approval.

P. **Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.

Q. **Confidentiality:** No record which has been designated as confidential by DIR, shall be disclosed by the Grantee. If confidential information is shared by DIR, Grantee shall be required to execute an agreement that complies with State law or policy, including State Administrative Manual section 5305.8.

R. **Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

S. **Termination:** DIR may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.

T. **Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.

U. **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.