



HIGH ROAD

CONSTRUCTION CAREERS

SB 1 Program

Building Regional HRCC
Pre-Apprenticeship Partnerships

Request for Applications
#85585

November 2019

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Section 1: Overview

Introduction & Legislation

The Road Repair and Accountability Act of 2017 (Senate Bill 1, Chapter 5, Statutes of 2017, Senator Beall) invests billions of dollars annually to fix and maintain California’s transportation infrastructure. The California Workforce Development Board (CWDB) received \$25 million (\$5 million annually for five years) to establish a pre-apprenticeship training program, beginning in 2019.

The CWDB is pleased to announce the availability of up to \$14 million for the High Road Construction Careers (HRCC): SB 1 program at this time.

The purpose of the HRCC: SB 1 program is the development and support of a system of regionally based pre-apprenticeship training partnerships. Dedicated funding for regional HRCC pre-apprenticeship partnerships serves many purposes that benefit California’s transportation systems and other infrastructure investments:

- Develops a skilled construction workforce that ensures delivery of high-quality infrastructure projects, maximizing the economic benefits of those projects;
- Increases access to state-approved apprenticeship in the building and construction trades—the best-in-class form of skills training for industry and workers;
- Emphasizes serving underrepresented and disadvantaged workers thereby diversifying the trades and supporting future recruitment and retention;
- Establishes models of worker, management, government collaboration that jointly anticipates, plans for, and addresses the future of work.

The HRCC: SB 1 program also aligns with the Governor’s Strategic Workforce Development Plan (State Plan), which emphasizes the critical role of industry sector partnerships, regional organizing, “earn and learn” approaches to skill acquisition, and prioritizes services to populations previously excluded from opportunity. The CWDB is interested in funding innovative approaches that advance the three policy objectives of the State Plan:

- Fostering “demand-driven skills attainment” by aligning workforce and education programs with the state’s industry sector needs;
- Enabling upward mobility for populations with barriers to employment;
- Aligning, coordinating, and integrating programs and services to economize limited resources to achieve scale and impact.

The CWDB's High Road Strategy

The California Global Warming Solutions Acts requires the reduction of greenhouse gas emissions across California. The Act also prioritizes job creation and maximizing economic benefits to disadvantaged and low-income communities. Through its High Road strategy, and in accordance with its statutorily mandated role, the CWDB is concurrently advancing shared economic prosperity and addressing climate change.

The CWDB's High Road vision is a strategic and comprehensive state approach to jobs and training across climate and technology impacted industries. It relies on strong regional partnership among management, workers, government, and community. The High Road vision includes, but is not limited to, the following components—*job quality, equity, regionalism, and climate*:

- It starts with quality jobs, in industries driving regional employment, with companies that value investing in worker skills, just and safe working conditions, income mobility, and long term returns to communities
- It supports planning and implementation with workers and management at the table, jointly assessing current workforce gaps and jointly addressing future change;
- It invests in equity—connecting low-income communities and programs that serve disadvantaged workers to pathways to quality jobs;
- It focuses on sectors and occupations on the front lines of California's transition to a carbon neutral economy.

What is the High Road Construction Careers Initiative?

The majority of jobs related to reducing carbon emissions and related to transportation and other state infrastructure development are in the traditional construction trades. Therefore a pre-apprenticeship system—regionally based, calibrated to the supply and demand for new apprentices, and connected to state-approved apprenticeship—creates important access points for disadvantaged workers and pathways to the middle class.

The CWDB's HRCC initiative has established twelve effective pre-apprenticeship training partnerships under the California Clean Energy Jobs Act (Prop 39). These partnerships link local Building and Construction Trades Councils (BTCs) to workforce boards, schools, and community-based organizations (CBOs), creating structured pathways—with a standard Multi-Craft Core Curriculum (MC3) and critical supportive services—to state-approved apprenticeships in a variety of crafts. The HRCC: SB 1 program will expand HRCC into a comprehensive statewide industry sector strategy through the expansion, development and support of a single HRCC pre-apprenticeship partnership in each region of California.

HRCC: SB 1 Funding and the Trades' Dispatch Model

What makes construction unique as an industry sector in the context of workforce development is the formal multi-employer dispatch model. In the sometimes volatile project-based world of construction, it allows workers maximum mobility among multiple participating contractors. The model also encourages and supports ongoing, industry valued, skills upgrading as apprentices advance toward journey-level status and beyond.

The broader SB 1 investment in transportation infrastructure will drive significant demand for new apprentices across the state. However, although the source of funding for this grant is SB 1, it is understood that participants will be placed in employment based on their choice of craft, timing of completion, and where new apprenticeship slots or opportunities become available. For example, if an apprenticeship slot is not available on an SB 1 funded infrastructure project, but is on another local construction project, a participant will be placed in employment rather than forced to wait.

Program Goal

The goal of HRCC: SB 1 is to establish sustainable, regionally based pre-apprenticeship partnerships that systematically connect disadvantaged workers and communities to long-term middle-class careers through state-approved apprenticeship.

Successful pre-apprenticeship entails more than curricula and skills training. It is a whole system of practices aimed at recruiting, training, retaining, and helping place disadvantaged workers in state-approved apprenticeship, which is the best path to a long-term middle-class career. No single entity can be expected to address all the issues in designing pre-apprenticeship, or deliver and coordinate the myriad activities and services involved. Rather, the intent is that applicants build training *partnerships* and not just training *programs*, in order to engage the kinds of entities capable of implementing robust and effective pre-apprenticeship.

Successful applicants are expected to:

- Build systems and partnerships that increase skills, opportunity, and access for disadvantaged and underrepresented populations, specifically for careers in the building and construction trades;
- Provide individuals with barriers to employment the services and support needed to be successful in entering, participating in, and completing a pre-apprenticeship program;
- Establish structured multi-craft career pathways that start with jobs and are centered on labor supply and demand to lead to long-term careers;
- Develop a network of organizations and agencies through strategic partnerships that are committed to serving and addressing basic needs and employment gaps to streamline and strengthen service delivery of workforce training programs;

- Program evaluation, including tracking individual participant outcomes;
- Implement high-road construction project policies and agreements such as Community Workforce Agreements (CWAs), local hire ordinances, and other relevant policies to ensure robust demand for apprentices and foster linkages between pre-apprenticeship and apprenticeship programs.

Program Design

Development Phase

The development phase is optional and is intended to give projects the time and funding necessary to develop partnerships and program infrastructure required to meet HRCC: SB 1 requirements and outcomes. This time may be used to develop/identify the following:

- Partnerships (identifying individuals/organizations, outlining roles and responsibilities, securing agreements/Memorandum Of Understandings (MOUs), etc.) required and recommended within this RFA;
- Labor market, industry, occupational, and training gap analysis;
- Development of articulation agreements or interagency collaborative infrastructure;
- Development and coordination of curriculum lesson plans and strategy;
- Creating or incorporating new elements that will enhance existing service delivery model to better meet the needs of specified priority populations.

Development phase portion of funds can account for a maximum of 20% of total requested amount, and activities must take no longer than six-months to complete (may be less if full six-months aren't needed). Project should clearly indicate length of time needed for development in narrative and thoroughly outline activities and outcomes.

Upon completion of development activities, the CWDB will evaluate outcomes and determine if the program will transition to implementation (report template tailored to each region will be provided). The program should plan on starting implementation activities immediately after development deliverables are met.

Implementation

Projects ready for implementation must clearly outline the following:

- **Establish the partnership:** identify organizations and individuals; outline roles, responsibilities, and expertise of each partner; flow of service delivery throughout the region; regional coordination strategy and plan;
- **Align labor market supply and demand:** gather, assess, and present information on regional labor market demand for new apprentices in order to assess actual employment opportunities and align the scale, timing, and location of pre-

apprenticeship training and services;

- **Participant strategy and supports:** targeted outreach, recruitment, engagement, and retention plans to support participants throughout and beyond the pre-apprenticeship program; realistic target numbers and goals should reflect this.

Project Activities, Objectives, & Deliverables

The following are the core components that make up the HRCC: SB 1 program:

Pre-Apprenticeship Requirements

The California Unemployment Insurance Code (Section 14230, subdivision (e)) establishes the following minimum requirements for pre-apprenticeship programs in the building and construction trades:

- *Are conducted in coordination with one or more apprenticeship programs approved by California's Division of Apprenticeship Standards*
- *Follow the MC3*
 - *Instructors within each training partnership must be certified by North America's Building Trades Unions (NABTU) to deliver MC3*
- *Develop an outreach and retention plan for women participants*

Curriculum & Strategy

As a baseline, all partnerships are required to use the MC3 for pre-apprenticeship, delivered by NABTU certified provider(s) identified in the application.

In order to prioritize the CWDB's goal of environmental sustainability, HRCC: SB 1 training partnerships will be **required** to teach the Green Construction module of the MC3 (currently an elective).

Applicants should outline a strategy for delivering curriculum based on the region, industry, and population(s) served in the application narrative. Lesson plans are not submitted as part of the application but should be made available for review at any time during the grant period.

Partnerships

Applicants must clearly identify each partner and outline its roles and responsibilities. MOUs and agreements are strongly recommended to support the accountability of individual entities to the regional HRCC pre-apprenticeship partnership. Partnerships should reflect the proposed regional service area—its counties, boundaries, communities, and most importantly, its needs.

Certain organizations are essential in HRCC pre-apprenticeship partnerships, particularly when utilizing the MC3. Chief among these entities are the BTCs, which among other things represent

the diversity of the trades in a region and grants approval for use of the MC3. Joint Apprenticeship Training Committees (JATCs) are related, but separate entities that play a unique role in orienting pre-apprentices to the different construction crafts and the hiring of new apprentices. CBOs are particularly suited to recruitment and retention activities because of the familiarity and trusted relationships they maintain with disadvantaged workers and communities, as well as service providers these populations need access to or interact with already. Community colleges and adult schools often contribute educational resources, from facilities for instruction and hands-on training to instructors and recruitment and placement opportunities. Local Workforce Development Boards (WDBs) are equally important partners in pre-apprenticeship implementation, by providing funding for training and related equipment (e.g., construction tools), case management and job placement assistance (non-apprenticeship employment specifically), and referrals to other public agencies and social services.

Required Partners:

- **All BTCs whose jurisdictions cover the proposed regional service area**

BTCs are composed of the construction unions affiliated with NABTU. BTCs coordinate the activities and interests of the affiliated local unions with the purposes of 1) securing work opportunities for the members of the affiliated local unions; 2) providing mutual assistance to each affiliated union to secure improved wages, hours, and working conditions for its members through the collective bargaining process; 3) promoting workforce development with industry partners; 4) promoting apprenticeships as a pathway to middle class careers; and 5) promoting the interests of the affiliates through participation in political and legislative activities.

BTCs will be crucial to the partnership when it comes to coordinating the JATCs, local trades, and contractors for access to apprenticeship training; coordinating training providers and working with NABTU in granting approval for use of the MC3; assessing and calibrating the supply of new apprentices with regional demand; and connecting MC3 with demand through CWAs

- **At least one JATC**

JATCs administer State-approved apprenticeship programs in the building and construction industry. These committees are composed of an equal number of union and employer representatives in a particular craft or trade. The JATC must confirm that each apprentice in a training program has successfully completed the required on the job training hours as well as classroom related instruction hours before graduating. The JATC, along with a representative of the State of California Division of Apprenticeship Standards meet regularly to discuss and deal with the administrative issues of its training program, determines jointly any needed changes to the training curriculum, and considers the future training needs of a local area based on upcoming projects.

JATCs will be crucial to the partnership when it comes to orienting pre-apprentices to the different construction crafts, negotiating entrance requirements for MC3-certified apprenticeship candidates, and the hiring of new apprentices.

- **At least one MC3 Provider**

MC3 is the mandated curriculum for state—and federally-funded pre-apprenticeship under California law and is specified in SB 1. Developed by NABTU’s National Training Directors, the MC3 is a standardized comprehensive pre-apprenticeship curriculum that identifies and addresses common pre-requisites for diverse trades and delivers an industry-recognized credential. This kind of curriculum standardization benefits job-seekers by broadening the opportunities available to them and increasing their chances of placement into apprenticeship. Participants get to explore different trades and decide which one is the best fit; construction contractors get a pool of qualified, diverse candidates who have received a minimum of 120 hours of rigorous instruction.

MC3 providers will be crucial to the partnership when it comes to providing a gateway for local residents, particularly those from underserved communities, to gain access to the building trades state-approved apprenticeship programs.

To see a list of NABTU approved MC3 Providers, visit the [Building California Construction Careers page](#).

- **At least one WDB that operates in the proposed region**

WDBs operate to ensure the provision and coordination of WIOA Title I services in the forty-five Local Workforce Development Areas (Local Areas) designated as service areas by the Governor. Local Boards provide day to day administrative and policy oversight for the delivery of services to job seekers and businesses. The specific service strategies of a Local Board are designed to reflect regional labor market needs, economic and social conditions, and demographics, and they must be consistent with the policy direction of the State Plan. Accordingly, Local Boards are the central partners in carrying out the State Workforce Development Plan.

Local WDB’s will be crucial to the partnership when it comes to understanding regional demand and priorities, leveraging existing programs and funding, case management, and job placement assistance (non-apprenticeship).

- **At least one CBO that operates in the proposed region or service delivery area**

CBOs are local non-profit groups that have considerable experience and capacity working with and providing supports to disadvantaged populations. They have insight and expertise working with specific population groups which in turn play a crucial role in recruitment and retention.

CBOs will be crucial to the partnership when it comes to outreach and expanding into new areas and communities, engagement and retention of participants, and providing targeted support services to individuals (particularly those that are high-need).

- **All Prop 39* Grantees that operate in the proposed region or service delivery area**

Prop 39 funded twelve construction pre-apprenticeship partnerships across the state (started in 2014). These pilot projects created a coherent system of energy efficiency focused job-training and placement programs serving disadvantaged Californians. Prop 39 partnerships built regional pipelines to middle class careers for at-risk youth, women, justice-involved, and other disadvantaged or under-represented job seekers. Using the National Building Trades MC3, these pilots have prepared more than 2,000 disadvantaged Californians for a future in construction careers. Partnering with BTCs and the JATCs, Prop 39 programs bring together community, education and workforce organizations to create the critical link between pre-apprenticeship and apprenticeship programs.

*Only required in regions where Prop 39 projects exist. To verify whether a Prop 39 project exists in your region, refer to page 15 under Defining Regions. If unable to partner with the Prop 39 project(s) in the region, applicant must provide justification detailing the strategies used to engage and the result of those efforts.

A list of [Prop 39 leads and their contact information](#) is available for applicants to view.

Encouraged Partners

- California Conservation Corps and/or certified community conservation corps
- Community Colleges, Adult Schools, School Districts, Office of Education
- County Social Services (CalWORKS, CalFresh, Refugee Services, etc.)
- Probation, Parole, or other Corrections agencies
- Local public agencies receiving SB 1/Road Maintenance and Rehabilitation Account (RMRA) funds and local Public Works agencies

Priority Populations

Applicants must prioritize serving women to increase their representation in the building and construction trades, as per statutory language in SB 1 and the California Unemployment Insurance Code (Section 14230, subdivision e)). **Prioritizing women as a target population under HRCC: SB 1 is required.**

Applicants must also prioritize serving the following disadvantaged or underrepresented populations *to the extent feasible*:

- Racial/ethnic minorities and underrepresented subgroups
- Disadvantaged youth (*an individual who is age 18 through 21 who received an income, or is a member of a family that received a total family income, that, in relation to family size, does not exceed the higher of : the poverty line or 70 percent of the lower living standard income level.)*
- Formerly Incarcerated individuals

Pre-apprenticeship participants may identify with more than one priority population, as applicable.

As per statute, successful grant applications must include a plan for outreach and retention of women, and one or more of the priority populations listed above, in pre-apprenticeship programs to help increase their representation in the building and construction trades. Applicants may choose to develop separate plans for each priority population they intend to serve, or may cover more than one population with a single outreach and retention plan (this must be made clear in the application). Successful outreach and retention plans should address the following:

- Identify organization(s) and individual(s) within the partnership that have experience, expertise, and/or access to the particular priority population(s)
- How supportive services will be utilized to meet the unique need and circumstances of the priority population(s) to be served
- Outreach activities and recruitment strategy
 - Examples: involve MC3-based pre-apprenticeship graduates as recruiters, especially those who identify with one or more priority populations; and establish cohorts of pre-apprentices from a particular population, such as an all-women cohort
- Strategies and activities to engage and retain participants from priority population(s) to be served
 - Examples: mentorship of pre-apprentices by program graduates, active apprentices, and/or journey-level tradespersons who identify with one or more priority populations being served; developing interim placement opportunities with employers and/or training providers to provide continued involvement within the industry/sector

Performance & Reporting

Applicants will determine their programs' performance goals, targets, deliverables, and outcomes.

Program will be evaluated on the following:

- Program implementation
- Effectiveness of pre-apprenticeship in the building and construction trades
- Ability to establish successful career pathways
- Strength of partnerships (including individual performance, role, and benefit of each)
- Impact and benefits the program has on priority population(s) identified
- Regional impact
- Implementation of high-road construction project policies and agreements (CWAs, local hire ordinances, etc.)
- Sustainability plans and strategies on expanding/strengthening regional HRCC programs

Participant outcomes will be evaluated on the following:

- MC3 Pre-apprenticeship enrollment
- MC3 Pre-apprenticeship completion
- Industry-identified certificate(s) or credential(s)
- Apprenticeship, education, and career placement:
 - Postsecondary education enrollment
 - State-approved apprenticeship in the building and construction trades
 - Craft/Trade and specific apprenticeship program must be tracked at the individual level
 - Non-apprenticed employment in the construction sector
 - Occupation and Industry/Sector must be tracked at the individual level
 - Employment in a sector or industry other than construction
 - Occupation and Industry/Sector must be tracked at the individual level
 - Placement retention
 - Retention is measured six-months after initial apprenticeship or employment placement

The CWDB may review and revise the performance criteria with each grantee.

Narrative Reporting

The CWDB will provide customized templates that include all required reporting fields. Grantees will be required to report out on both program and participant outcomes each

quarter. Grantees will be required to track individual participant data on quarter reports, including demographics. Required participant data will be determined prior to grant implementation and sent out to grantees.

CalJOBS

Grantees shall track and enter all relevant program data into CalJOBS. A single entity shall be identified in the narrative proposal and MOU to be responsible for ensuring all program data is captured in a timely manner and that data is to every extent feasible, complete and accurate. The CWDB will issue a follow-up directive which will provide more specific information on the required data collection and reporting procedures. That directive will be released prior to the issuance of grant funds.

Invoicing

Under no circumstances can the State pay for services provided prior to the start date or the final contract approval of the State, whichever is later. Final approval occurs when all parties have signed the Standard Agreement, with the latest signature date being the date of final approval.

For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Form 7 Budget Summary. The total invoiced amount shall not exceed the award amount. See Appendix A and exhibits. Grantee shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

Oversight, Coordination, and Technical Assistance

The CWDB program managers and analysts will provide day-to-day oversight of each grant, high level strategic direction, and technical assistance. The CWDB is committed to using this grant program to implement continuous improvement, innovation, and system change strategies related to equity, climate, and jobs initiatives – which includes HRCC.

Communities of Practice

The CWDB organizes and facilitates Community of Practice sessions to support grantees and partners in implementing this program. These sessions will serve as a forum for practitioners, program coordinators, CWDB staff, and other key organizations and stakeholders to learn from one another and industry experts, identify common challenges in the field and generate solutions, and help develop innovations and best practices to improve program implementation and advance the broader goals of the High Road Construction Careers initiative. The CWDB will convene at least three in-person meetings during the 24-month grant period, most likely taking place in Southern California, the Bay Area, and Sacramento. Attendance and active participation in the Community of Practice sessions is mandatory. Applicant's budget should

include travel for core project teams to attend in-person meetings.

Funding

The maximum grant award is \$1,500,000 per application. Funding requests should align with the applicants' projection of demand for new apprentices in the proposed region or service area and how many participants will be enrolled and served in order to meet demand. This alignment is best done through training partnerships involving individuals and organizations with real-time, actionable information and decision-making power. Additional information and resources to assist regions in assessing labor market demand and in forecasting apprenticeship and other employment opportunities can be found on the [HRCC webpage](#) under the "RFA Resources" section.

Only one budget will be submitted with application on behalf of the partnership. The applicant, also referred to as the fiscal agent, is responsible for releasing and distributing funds to partnering organizations once awarded. Each contractor receiving money must be identified.

Cost-per-participant will be evaluated and must be justified within the Narrative. Costs must be reasonable and allocable and successful proposers will need to justify the cost. The cost-per-participant is all-inclusive—intended to cover all costs associated with the grant project. In addition to the cost of providing training, it may also include staff capacity, recruitment, remediation, stipends, supportive services, counseling, peer support and mentoring, case-management, paid work experience, etc.

Matching Funds Requirement

Applicants are required to demonstrate at least a 1:1 cash match or in-kind match. For an in-kind match, non-cash resources must be given a monetary amount that is equivalent to 1:1 cash match.

Eligible Applicants

One entity will apply on behalf of the regional HRCC pre-apprenticeship partnership, and will assume the role of the fiscal agent. Eligible applicants include, but are not limited to:

- BTCs, Central Labor Councils, and other labor organizations
- WDBs
- Public education entities
- Non-profits and CBOs
- Organizations that represent multiple JATCs
- Local public agencies receiving SB 1/RMRA funds

The fiscal agent will be the first point of contact for the CWDB and is responsible for organizing, coordinating, and reporting out on regional activities, data, deliverables, and outcomes of the partnership.

Defining Regions

The CWDB will invest in a single HRCC pre-apprenticeship partnership in each region of California. These regions are based on groupings of BTCs jurisdictions and comports closely with the State Plan Regional Planning Units. Regions are outlined below:

Region	Counties	Local BTCs	Prop 39
1	<ul style="list-style-type: none"> Alameda Contra Costa 	<ul style="list-style-type: none"> Alameda BTC Contra Costa BTC 	<ul style="list-style-type: none"> Rising Sun Center for Opportunity RichmondBUILD
2	<ul style="list-style-type: none"> San Francisco San Mateo Santa Clara 	<ul style="list-style-type: none"> San Francisco BTC San Mateo BTC Santa Clara – San Benito BTC* 	<ul style="list-style-type: none"> San Francisco Conservation Corps Santa Mateo Trades Introduction Program (TIP) Santa Clara Trades Orientation Program (TOP)
3	<ul style="list-style-type: none"> San Benito Santa Cruz Monterey 	<ul style="list-style-type: none"> Santa Clara – San Benito BTC Monterey – Santa Cruz BTC 	<ul style="list-style-type: none"> Monterey WDB
4	<ul style="list-style-type: none"> San Bernardino Riverside 	<ul style="list-style-type: none"> San Bernardino – Riverside BTC 	None.
5	<ul style="list-style-type: none"> San Diego Imperial 	<ul style="list-style-type: none"> San Diego BTC Imperial BTC 	<ul style="list-style-type: none"> Urban Corps of San Diego
6	<ul style="list-style-type: none"> Ventura Santa Barbara San Luis Obispo 	<ul style="list-style-type: none"> Tri-Counties BTC 	None.
7	<ul style="list-style-type: none"> Marin Mendocino Lake Sonoma Napa Solano 	<ul style="list-style-type: none"> North Bay BTC Napa – Solano BTC 	<ul style="list-style-type: none"> North Bay Trades Introduction Program (TIP)
8	<ul style="list-style-type: none"> Los Angeles Orange 	<ul style="list-style-type: none"> LA/Orange County BTC 	<ul style="list-style-type: none"> Flintridge Center Los Angeles Trade Technical College

Region	Counties	Local BTCs	Prop 39
9	<ul style="list-style-type: none"> • Humboldt • Del Norte • Shasta • Trinity • Lassen • Tehama • Modoc • Siskiyou 	<ul style="list-style-type: none"> • Humboldt – Del Norte BTC • Northeastern BTC 	None.
10	<ul style="list-style-type: none"> • Fresno • Madera • Tulare • Kings • Kern • Inyo • Mono • San Joaquin • Calaveras • Alpine • Stanislaus • Merced • Mariposa • Tuolumne 	<ul style="list-style-type: none"> • Fresno – Madera – Tulare – Kings BTC • Kern – Inyo – Mono BTC • San Joaquin – Calaveras – Alpine BTC • Stanislaus – Merced – Mariposa – Tuolumne BTC 	<ul style="list-style-type: none"> • Fresno WDB
11	<ul style="list-style-type: none"> • Colusa • Glenn • Sutter • Yuba • Butte • Plumas 	<ul style="list-style-type: none"> • Mid-Valley BTC 	<ul style="list-style-type: none"> • North Central Counties Consortium
12	<ul style="list-style-type: none"> • Sacramento 	<ul style="list-style-type: none"> • Sacramento – Yolo 	<ul style="list-style-type: none"> • SETA

Region	Counties	Local BTCs	Prop 39
	<ul style="list-style-type: none"> • Yolo • Amador • Nevada • Placer • El Dorado • Sierra 	<ul style="list-style-type: none"> – Amador – Nevada – Placer – El Dorado – Sierra BTC 	

*For BTCs with overlapping counties, the BTC can choose to partner with one or both regions based on the needs of the partnership and existing programs. Justification must be provided in application narrative.

See the interactive HRCC map for more details.

Section 2: Significant Dates

Event	Date
RFA Release	11/4/2019
Application Workshop	11/13/2019, 10:00 AM – 11:30 AM Pacific Time
Q&A	Accepted and posted weekly to the CWDB’s HRCC webpage. Final Q&A posting date will be 1/17/2020 (questions must be in by Thursday, 1/16/2020, 3:00 PM Pacific Time).
Applications Due	1/20/2020 (by 3:00 PM Pacific Time)
Award Announcement	4/1/2020
Program Start Date <i>*with executed contract stipulation</i>	9/1/2020

Grant Term is 24-months, September 1, 2020 – August 31, 2022.

Application Workshop

Application Workshop details, including the webinar link and conference call information, will be sent to registered participants. To register, go to [Application Workshop Registration](#). Failure to attend the Application Workshop will not preclude the submission of an application. Questions will be taken during the Application Workshop and accepted weekly via email until January 16th (by 3:00 PM Pacific Time). Emailed questions must be sent to HRCC@cwdb.ca.gov.

Questions and answers shall be posted on the CWDB website on a weekly basis during the solicitation period. **Any verbal communication with the CWDB or EDD concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.**

Section 3: Application Submission Instructions

This RFA contains the requirements that applicant must meet in order to submit a responsive application. This RFA provides information regarding the format in which applications must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicant's responsibilities.

The following are incorporated by reference as part of this RFA:

- GTC - 04/2017- General Terms and Conditions for all contracts except Interagency Agreements
- CCC - 04/2017- Contractor Certification Clauses effective

These documents can be found on the [Department of General Services website](#).

Application Deadline

The deadline for applications is January 20, 2020 at 3:00 PM Pacific Time. Late applications will not be accepted.

Application Delivery Method

Applications must be submitted electronically to HRCC@cwdb.ca.gov.

Application documents must be submitted in one .ZIP file using the naming convention:

“SB1_Region#_ApplicantName”

Application forms should be in their original format unless they require a wet signature (e.g. Cover Page, Form 10: Worker's Compensation Certification, Form 11: Contractor Certification Clause, Form 12: Darfur Contracting Act Certification, and Form 13: Bidder Declaration) then they can be accepted in a Portable Document Form (PDF).

Application Questions

Questions regarding this RFA shall be sent to via email to HRCC@cwdb.ca.gov. Cumulative questions and answers shall be posted to the CWDB's website on a weekly basis until January 17, 2020 (questions must be in by Thursday, January 16, 2020, 3:00 PM Pacific Time).

Please use “SB 1 Q&A” in subject line for all application/RFA related questions.

Section 4: Application Requirements

All applications must adhere to the required format and, in order to be competitive, must include all of the requested information, completed forms, and attachments. **Applications that do not adhere to these requirements will be determined non-responsive and will not be considered for funding.**

All applications must use 12-point font. Program Narrative page limit is 20 pages and answers should be responsive and concise.

Form	Required?	Template Provided?
Cover Page *Must be in PDF and have we signature	Yes	Yes
Form 1 Program Narrative *Page limit: 20	Yes	Yes
Form 2: Partners Roles and Responsibilities	Yes	Yes
Form 3: Program and Partnership Matrix *Proposals servicing one area in the region are not required to complete.	Yes	Yes
Form 4: Outreach and Retention Workplan	Yes	Yes
Form 5: Participant Plan	Yes	Yes
Form 6: Workplan	Yes	Yes
Form 7: Budget Summary *Submit one on behalf of the partnership	Yes	Yes
Form 8: Budget Narrative *Submit one on behalf of the partnership	Yes	Yes
Form 9: Contracts	Yes	Yes
Form 10: Worker’s Compensation Certificate	Yes	Yes
Form 11: Contractor Certification Clause CCC042017	Yes	Yes
Form 12: Dafur Contracting Act Certification <i>*if applicable</i>	Yes	Yes
Form 13: Bidder Declaration <i>*if applicable</i>	Yes	Yes

Form	Required?	Template Provided?
Partnership Agreement Letters/MOUs <i>*Example will be provided</i>	No	No
Proof of Registration with the California Secretary of State’s Office <i>*if applicable</i>	Yes	No

Application Forms

The completed application forms above must be included with your response. The forms can be downloaded on [CWDB’s HRCC website](#) under Application Forms.

The Application Documents Guide is included with the application forms and provides directions on how to complete each document. For questions on the forms, contact HRCC@cwdb.ca.gov.

Rubric Tables & Scoring Criteria

Applications will go through a two part review process. The initial Technical Review ensures that applications adhere to the requirements outlined above. Incomplete or unresponsive applications will be disqualified. Those that pass the Technical Review will continue to the next step to be scored. The Technical Review Guidelines and Application Evaluation Scoring Rubric are provided on pages 22 to 25 for reference.

Technical Review Guidelines

Mandatory Criteria	
<p>1. Eligible Applicant?</p> <ul style="list-style-type: none"> <input type="checkbox"/> BTCs, Central Labor Councils, or Other labor organizations <input type="checkbox"/> Local Workforce Development Board <input type="checkbox"/> Public education entities <input type="checkbox"/> Non-Profits and CBOs <input type="checkbox"/> Organizations that represent multiple JATCs <input type="checkbox"/> Local public agencies receiving SB1/RMRA Funds <input type="checkbox"/> Other (specify): 	<input type="checkbox"/>
<p>2. Request for Development: Request for Implementation: Total Request: Total Match/In-Kind:</p> <p><i>Request for development phase should not exceed 20% of total request. Total request cannot exceed \$1.5 million. Additionally, proposal should provide a dollar-for-dollar cash or in-kind match.</i></p>	<input type="checkbox"/>
<p>3. Required forms are included in application. Application content is complete, responsive, and not missing information.</p>	<input type="checkbox"/>

Application Evaluation Scoring Rubric

Section	Description	Points
Program Framework	<ul style="list-style-type: none"> • Provide an outline of your region’s HRCC: SB 1 objectives. Include strategies, priorities, goals, and outcomes to establish structured pathways to and from pre-apprenticeship to employment. • Discuss program and partnership capacity that currently exists and how the SB 1 investment will further this. Include information on existing programs and partnerships along with successful elements to be scaled and/or replicated. • What crucial HRCC elements do not exist, including both program and partnership that will need to be developed and/or strengthened? • <u>If requesting a development phase</u>: Outline length of time, activities, priorities, and outcomes that will be achieved prior to implementation. Include how much funding will be dedicated to development phase (up to 20% of total award is allowed) and how funding will be utilized. Clearly indicate whether participant related activities will occur during development phase. <u>If not utilizing development phase</u>: Indicate why and provide justification as to how program and partnerships are ready for implementation. • How will the partnership further or advance the state’s investment in environmental sustainability and climate mitigation within the construction sector? • Cover Page • Form 6 Workplan 	25

Section	Description	Points
Partnerships	<ul style="list-style-type: none"> • Describe the efforts to outreach, engage, and secure HRCC partnership commitments with required and optional partners. Describe the outcomes of those efforts. • Only applicable to regions with existing Prop 39 Project(s): Describe outreach, engagement, and outcomes of partnering with previous Prop 39 project(s) in your region. Explain which original partnerships and work will be expanded in the new SB1 regional partnership. If partnership with Prop 39 is not achievable, provide a detailed explanation as to why. • Identify and describe the roles and responsibilities of each partner type and their contribution. Include key individuals where possible. • For existing partnerships: Outline status, history of working together, commitments, and formal and informal agreements. For new partnerships: Outline status, priorities, and strategy to engage and work together throughout the grant term and beyond. If there are partnerships that do not exist yet and you are hoping to develop through SB 1, outline strategy to engage and secure. • Who will be the core conveners of the partnership? <i>Core conveners are organizations/individuals within the partnership that will be involved in making major partnership decisions, communicating to and on behalf of other partners, and ensuring coordination throughout the region. Include organizations and individuals along with their role and commitment to engage and act on behalf of the partnership.</i> • Outline how the partnership will convene, prioritize, and engage throughout the grant period and beyond. How will data and reporting be streamlined and reported back to the state with buy-in from core partners? • Form 2 Partners Roles and responsibilities 	25

Section	Description	Points
Priority Populations	<ul style="list-style-type: none"> • Outline which priority populations your SB 1 project will serve and why you chose the particular population(s). Describe capacity and strategy to target, engage, and support those individuals. <i>Should align with Form 4: Outreach & Retention Workplan and Form 5: Participant Plan.</i> • Describe the role of pre-apprenticeship graduates, active, apprentices, and/or journey level tradespersons who identify with the population(s) the project will serve. • Outside of career training, what basic skills and support services will the project prioritize and have in place to support high-need individuals. Identify key partner organizations with experience, ability, and capacity to implement these services. • Form 4 Outreach & Retention Workplan • Form 5 Participant Plan 	20

Section	Description	Points
Regional Investment	<ul style="list-style-type: none"> • Describe current regional investments, partnerships, and strategies that support the HRCC framework and the role they will play in expanding this work. If applicable, clearly outline alignment and coordination with Regional Plan Implementation goals and strategies. • Describe how the project’s regional, demand-driven approach to workforce development will meet both labor market demand and industry needs. • Present labor market data and employment information that forecasts employment opportunities. <i>(Should align with identified trades/crafts and placements goals in Form 5: Participant Plan.)</i> • Describe strategies and goals to implement high road construction project policies and agreements, including community and labor agreements, local hire ordinances, and other relevant policies to ensure demand for apprentices? Include what the project will do and how success will be measured. • How will program service delivery be implemented and coordinated throughout the region? Outline strategy, activities, and accountability that ensures coordination. • Outline and describe geographical breakdown of areas covered, service delivery, and who is responsible for what within each individual project and project team. • Within your region, outline and describe geographical breakdown of areas covered, service delivery, and who is responsible for what within each individual project and project team. <ul style="list-style-type: none"> ○ Explain how boundaries and distribution of services were decided. ○ Are there any areas within your region that will not be covered, resulting in potential gaps of service? <i>(For larger regions where there is more than one project/project team this should align with Form 3: Regional Service Delivery Breakdown.)</i> • Form 3: Program and Partnership Matrix (if applicable) 	25
Budget	<ul style="list-style-type: none"> • Form 7: Budget Summary • Form 8: Budget Narrative • Form 9: Contracts 	5
TOTAL		100

Recommendation for Funding

The final scores will be ranked highest to lowest and will serve as the primary basis for making recommendations for funding. The CWDB may also consider other factors such as geographical size, population size, regional demand, etc. to determine funding award.

Applications deemed to be meritorious and in the best interests of the CWDB will be recommended for funding. The CWDB reserves the right to make additional awards to applications not initially funded through this RFA, should additional funding become available.

Rejection of Application

The CWDB reserves the right to waive any immaterial deviation in an application; however, the waiver of an immaterial deviation in an application shall in no way modify the document or excuse the successful Applicant from full compliance with the application requirements after the contract is awarded.

An application shall be rejected and deemed non-responsive for any of the followings:

- Received at any time after 3:00 PM Pacific Time on January 20, 2020;
- Incomplete or fails to meet the RFA specifications;
- The application contains false or misleading statements or references which do not support an attribute or condition contended by the Applicant. The application shall be rejected if, in the opinion of the CWDB, such information was intended to erroneously mislead the State in its evaluation of the application;
- The Applicant has received a substantive negative contract evaluation from the State of California;
- The Applicant has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990;
- It is found that the Applicant is not responsible (e.g., has not paid taxes, has no business license, has submitted an application when license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement, submitted an application without an authorized signature, falsified any information in the application package, or has provided poor performance on a previous contract with the CWDB, etc.); or,
- It is found, upon license verification with the Contractor's State Licensing Board that an Applicant's license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement.

Debriefing

Written debriefing of the evaluation results will not be provided to unsuccessful applicants. Oral debriefings may be provided at the CWDB's discretion.

Disposition of Application

1. All materials submitted in response to this RFA will become the property of the CWDB, and as such, are subject to the Public Records Act (Gov. Code, § 6250, et seq.). The CWDB will disregard any language purporting to render all or portions of any application confidential.
2. After applications are evaluated and the notices of intent to award have been posted, all applications shall be available for public inspection. However, the contents of all applications, draft RFAs, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of an Applicant's application shall be held in the strictest confidence until the award is made. The CWDB shall hold the content of all working papers and discussions relating to an application confidential indefinitely unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of an application. An applicant's disclosure of this subject is a basis for rejecting an application and ruling the applicant ineligible to participate further in the process.
3. The CWDB may return an application to an Applicant upon written request after the conclusion of the bid process.

Appendices

Appendix A – Sample Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 03/2019)				AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:					
CONTRACTING AGENCY NAME The California Workforce Development Board (CWDB)					
CONTRACTOR NAME (Successful Respondent)					
2. The term of this Agreement is:					
START DATE 9/1/2020					
THROUGH END DATE 8/31/2022					
3. The maximum amount of this Agreement is:					
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.					
Exhibits	Title				Pages
Exhibit A	Scope of Work				
Exhibit B	Budget Detail and Payment Provisions				
Exhibit C *	General Terms and Conditions				
+					
-					
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/CLS/Resources</i>					
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.					
CONTRACTOR					
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)					
CONTRACTOR BUSINESS ADDRESS			CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING			TITLE		
CONTRACTOR AUTHORIZED SIGNATURE			DATE SIGNED		
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME California Workforce Development Board					
CONTRACTING AGENCY ADDRESS 800 Capitol Mall, Suite 1022			CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING Laura Caputo			TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE			DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL			EXEMPTION (if Applicable)		

APPENDIX A – Sample Standard Agreement

Exhibit A- Sample Agreement

Scope of Work

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, and XXXXXXXXXXXX, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Applications (RFA) No. 85585.
2. The project representatives during the term of this agreement will be:

State Agency

California Workforce Development Board
ATTN: Laura Caputo
800 Capitol Mall, Suite 1022
Sacramento, CA 95814
Phone: (916) 653-3695

Contractor

APPENDIX A – Sample Standard Agreement

Exhibit B- Sample Standard Agreement

Budget Detail and Payment Provisions

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval.

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, CWDB agrees to compensate the Contractor in accordance with Form 7, Budget Summary. The total amount of this Agreement shall not exceed XXXX Dollars and XXXX Cents.
2. Invoices shall be submitted monthly in triplicate, in arrears, and must reference the following:
 - The EDD/CWDB Contract Number
 - Identifies services provided, service period, unit price (i.e., hourly, monthly), and quantity applicable to the service
 - Accurate billing address as stated on the purchase order or contract
 - Supplier invoice date
 - Company name and remittance address

Invoices shall be remitted to:

California Workforce Development Board
Attn: Laura Caputo
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to EDD claim actual expenditures for eligible project costs under **Form 7 and 8**. The Grantee shall, upon demand, remit to EDD 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.

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been

written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

B. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

C. Withholding of Grant Disbursements

1. The CWDB and EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
2. The CWDB and EDD will not reimburse the Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, CWDB and EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
3. In the event that grant funds are withheld from the Grantee, the CWDB'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 situation leading to the withholding.

Form 7 Budget Summary of Sample Standard Agreement

Budget Line Item	Admin*	In-House	Contracted	Grant Total	Leveraged Amount	Total Funds	Source of Leveraged Fund	Type of Leveraged Fund
1 Staff Salaries and Fringe Benefits				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
2 Staff Travel				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
3 Operating Expenses								
Facilities Rent				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Office Supplies				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Communications				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Other				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
4 Equipment								
Purchases				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Leases				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
5 Instructional Materials and Supplies				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
6 Tuition Payments/Vouchers				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
7 Training Costs				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
8 Work Experience				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
9 Supportive Services				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
* Indirect Costs*				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
* Other Program Services				\$0.00		\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Budget Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

	Total Cost	Percentage
Admin & Indirect Costs Total*	\$0.00	#DIV/0!
Program Total	\$0.00	#DIV/0!
Grant Budget Total	\$0.00	#DIV/0!

*Administrative Costs and Indirect Costs not to exceed 10% of the total grant amount.

Form 8 Budget Narrative of Sample Standard Agreement

1. Staff Salaries and Fringe Benefits				
Job Titles of Staff	Salaries	Fringe Benefits	Benefits %	Total
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal	\$0.00	\$0.00		\$0.00
Budget Line Item	Narrative Details			Budget Amount
2. Staff Travel				\$0.00
3. Operating Expenses				
Facilities Rent				\$0.00
Office Supplies				\$0.00
Communications				\$0.00
Other				\$0.00
4. Equipment Purchases & Furniture				
Purchases				\$0.00
Leases				\$0.00
5. Instructional Materials and Supplies				\$0.00
6. Tuition Payments/Vouchers				\$0.00
7. Training Costs				\$0.00
8. Work Experience Wages - WEX				\$0.00
9. Supportive Services				\$0.00
10. Indirect Costs				\$0.00
11. Other Program Services				\$0.00
Total Budget Amount of Awarded Fund:				\$0.00

APPENDIX A – Sample Standard Agreement

Exhibit D – Special Terms and Conditions of Sample Standard Agreement

APPENDIX A – Exhibit D – Special Terms and Conditions of the Sample Standard Agreement

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between CWDB and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CWDB for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from CWDB's obligation to make payments to the Contractor. As a result, CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

2. Termination Clause

This Agreement may be terminated by CWDB for any reason by giving written notice 30 days prior to the effective date of such termination.

3. Advance Work

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval. Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

4. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

5. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced

in 29 CFR, Parts 37 and 38.

6. Disputes

If the Grantee disputes an action of CWDB and/or EDD in the administration of this Grant Agreement, the Grantee may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 7 calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB's Executive Director will review the correspondence and related documentation and render a decision of the appeal within 7 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

7. Duty to Cooperate

Contractor shall cooperate with CWDB and EDD with regard to the performance of this agreement.

8. Date Requests

Contractor shall cooperate with CWDB and/or EDD to provide timely responses to any requests for data and/or reports the Legislature and/or CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. Contractor further understands and agrees that this data will be shared with the Legislature and other stakeholders. The Legislature may request data and/or reports at any time.

9. Contractor is responsible for the project activities identified in the original Grant Application submitted to CWDB and EDD, which is attached to and made a part of this Agreement. Review and approval by CWDB and EDD is solely for the purpose of proper administration of grant funds by EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.
10. Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
11. Contractor agrees to procure all permits, resolutions, and/or 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 project work.

12. Travel Clause

The travel and per diem shall be set in accordance with California Department of Human Resources for comparable classes and that no travel outside the State of California shall be

reimbursed unless prior written authorization is obtained from CWDB.

13. Grantee shall cooperate with CWDB and EDD with regard to the performance of this agreement.

14. Consultant–Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

15. Avoidance of Conflicts of Interest by contractor

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Gov. Code, § 87100; see Gov. Code, § 81000 and Gov. Code, § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.
- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State’s adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State’s bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant’s economic interests. If the additional information is not provided to the satisfaction of EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph (d).
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for

violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.

- H. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

All consultants providing work under this agreement shall include a completed Statement of Economic Interests, [Form 700](#) at the time of the award.

For purposes of this contract, consultants are defined as any individual performing work under this Contract. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

16. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWDB. All replacements are subject to CWDB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWDB has the right to request removal and/or replacement of Contractor resources.

APPENDIX B – Memorandum of Understanding Instructions and Sample Template

Memorandum of Understanding Instructions

A Memorandum of Understanding (MOU) is required of an agency when an application for funds includes an explicit non-financial collaboration with partnering organizations. The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their grant activities.

The following elements should be considered when constructing an MOU:

- Describe each partner agency and their history and/or role in working with the target population(s);
- State the purpose of the MOU;
- Clearly describe the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs;
- Describe past history (if any) in working with each agency, the nature of the relationship, and outcome(s) of any collaborated efforts;
- Identify the staff responsible for completing the specific responsibilities, this should include meeting application reporting requirements and data entry into CalJOBS;
- Describe how the collaboration/partnership benefits the project;
- Describe the resources each partner would contribute to the project. This can be contributing staff time, making in-kind contributions, delivering services, offering training or expertise, etc.;
- Provide a statement that the lead agency accepts full responsibility for the performance of the collaborative organizations/agencies; and
- The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

Sample Memorandum of Understanding Template

All *italicized* sentences are considered instructions and should be deleted prior to the submission of the final MOU.

- A. This Memorandum of Understanding (MOU) is entered into by and between: *Provide the agency name and a brief description of each agency.*
- B. **Purpose.** *State the purpose of the MOU. Include statements that explain how the collaborative relationship enhances or benefits the Applicant’s program;*
- C. **Roles and Responsibilities.** *Clearly describe and delineate the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs. This may be contribution of staff time, in-kind contributions of space or materials, delivery of program services, provision of training or staff expertise, etc.*

Agency A agrees to:

Responsibility/Activity	Responsibility/Activity

Agency B agrees to:

Responsibility/Activity	Responsibility/Activity

- D. **Reporting Requirements and Data Entry.** *Describe who will be responsible for collecting, collating and submitting data as per the project target outputs and outcomes.*
- E. **Leverage Resources.** *Identify the leverage sources and describe how the partnership will utilized the funds for the project.*
- F. **Timeframe.** *Clearly state the time period that this MOU will be in effect.*

This MOU will commence on (insert date) and will dissolve at the end of the grant funding period on (insert date).

F. Confidentiality.

In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in the Grant Agreement.

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.

This Memorandum of Understanding is the complete agreement between **(Agency A)** and **(Agency B)**, and may be amended only by written agreement signed by each of the parties involved.

The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

<p><u>AGENCY A</u></p> <p>Authorized Official: _____ Signature Date</p> <p>Printed Name and Title: _____</p> <p>Agency name: _____</p> <p><u>AGENCY B</u></p> <p>Authorized Official: _____ Signature Date</p> <p>Printed Name and Title: _____</p> <p>Agency name: _____</p> <p><u>AGENCY C</u></p> <p>Authorized Official: _____ Signature Date</p> <p>Printed Name and Title: _____</p> <p>Agency Name: _____</p>

APPENDIX D – Allowable Expenditures Guidance

Allowable Activities

Allowable costs must meet three primary criteria:

1. Substantiate that the cost was necessary and reasonable for proper and effective administration of all allocations;
2. The cost must be allocable to the funding sources activities; and
3. The cost must not be a general expense required to carry out the grantee's overall responsibilities (not supplanting).

However, even if the costs meet the prior three criteria, the costs must be approved within the application work plan and budget of the grantee otherwise the costs are not allowable. Also, the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

While the proposed cost is allowable under the funding source, is it also reasonable?

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of Allocable?

Allocable is defined by the dictionary as: capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. Grantee can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the activities identified in the approved work plan.

Supplanting

General funds may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds

are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Allowability of General Costs

Table 1 below is a synopsis of rules to determine the allowability of costs. The rules in their entirety can be found in [2 Code of Federal Regulations parts 215 and 220](#).

However, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions identified in the RFA would supersede allowable costs within this document.

Table 1 – Allowability of General Costs

Allowable	Unallowable
<p>Advertising Costs are those that are solely for:</p> <ul style="list-style-type: none"> • The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored; • The procurement of goods and services for the performance of a sponsored agreement; • The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non- federal entities are reimbursed for disposal costs at a predetermined amount; or • Other specific purposes necessary to meet the requirements of the sponsored agreement. <p>Public Relations Costs are those that are solely for:</p> <ul style="list-style-type: none"> • Costs specifically required by the sponsored agreement; • Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored agreement); or <p>Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.</p>	<p>Advertising and Public Relations Costs include the followings:</p> <ul style="list-style-type: none"> • All advertising and public relations cost unless specified as allowable; • Costs of meetings, conventions, convocations, or other events related to other activities including costs of displays, demonstrations, and exhibits; • Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; • Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; • Costs of promotional items and memorabilia, including models, gifts, and souvenirs; and • Costs of advertising and public relations designed solely to promote the institution.
Audit Costs (can be included in indirect cost)	Alcoholic Beverages
Communication Costs (telephone, telegrams, postage, messenger)	Alumni Activities
Personnel Services	Bad Debts
Equipment Costs that are within the objectives of this RFA will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability	Entertainment Costs
Materials & Supply Costs (only those actually used for performance of sponsored agreement)	Contingencies
Meetings and Conferences primary purpose of dissemination of technical information are allowable. This includes costs of transportation, rental of facilities, speakers' fees, and other items incidental to such meetings or conferences.	Losses on Other Sponsored Agreements or Contracts
Supportive Services and job readiness costs that bridge activities leading to enrollment in long-term training programs that can include services to pre-eligible participants for entry into the program.	Lobbying
Travels (In-state and <u>approved</u> out-of-state travel and follow state travel rate set in accordance with California Department of Human Resources)	Out-of-State Travels without prior approval

APPENDIX E – Sample Service Cash Invoice

The Service Cash Invoice (SCI) template (Appendix E, Exhibit A) is to be used by the contractor to request reimbursement from the CWDB through the EDD for allowable costs incurred while providing contract services to CWDB's grantees/consumers. The SCI form must be prepared and submitted **monthly** as designated in the Sample Standard Agreement, Appendix A. SCIs in any fiscal year (July 1 to June 30) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than June 30, in order to make payment for that performance prior to the close of the State fiscal year to prevent reversion of appropriated funds.

SCIs will be reviewed by the CWDB project management team to ensure current and Cash/In-Kind (leveraged) expenditures are being reported appropriately. The contractor must report on the SCI form their leveraged funds as advised in their executed contract. If leveraged funds are not being utilized, the CWDB/EDD will contact the contractor to assist in resolving any issues.

A sample SCI is located on page 48. An electronic version of the SCI form may be requested from the CWDB Program Analyst.

A. Date of Request

Fill in the date that the SCI form is being submitted for reimbursement.

B. Invoice #

Provide the current invoice # appropriate for the SCI. *(Example: If the contractor is submitting their first invoice, the invoice # is: 1. If the contractor is submitting their fifth invoice, the invoice number is: 5)*

C. Invoice Period: From : To:

Provide the date range of which the SCI form is requesting reimbursement for from CWDB/EDD. List the month, day, and year for which reimbursement is being requested. (Example: From: June 1, 2016 To: June 30, 2016 should auto-populate to state From: 6/1/16 To: 6/30/16)

D. Contract #

Provide the contract #/Agreement Number as listed on the executed contract that was assigned by the EDD. This number is the seven-digit number with a leading alpha character found in the upper right-hand corner of the signed copy of the Standard Agreement (STD 213). A new contract number is assigned each year for a single-year contract. If the current contract is amended, the same contract number will be used for the duration of the amended contract. For a three-year contract, the same contract

number will be used for all three years. The correct number is required for the SCI to be processed/paid.

E. Awardee Name, Full Address, and Contact Information

Include the Awardee name and address on the SCI. The contractor name and billing address must agree with the name and billing address as listed on the STD 213. Payments will only be sent to the contractor billing address identified on the STD 213. Please identify the invoice contact (person completing the invoice) name including phone number and email address. The identified invoice contact person will be contacted if the CWDB has any questions/concerns regarding a specific invoice.

Note: If the contractor billing address is incorrect or has changed, the contractor must submit a change of address request in writing to the EDD Contract Administrator. Copies will be forwarded to the EDD Central Office Accounting – Contracts and Procurement Section, as well as the CWDB Services Section.

F. Line Item Expenditure Reporting

Each line item is **exactly** titled as in your contract Budget Summary Form 7. It is also **in the same sequence** as listed on the Budget Summary Form 7. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures:

- Use your Budget Summary Form 7 to assist you in aligning your expenditures with your approved budget.
- Only report expenditures on line items that have been budgeted for. Where there is not an allocated budget amount listed for an applicable line item, please ensure that program “does not” request reimbursement for that applicable line.
- Do not exceed expenditures over the amount of budget in any particular line item.
- Report current expenditures (Monthly) in the column entitled “Monthly Expenditures”. If this is the first report, then input the same current expenditure amounts into “Cumulative Expenditures” column. If this is a second report or any thereafter, report current expenditures (Monthly) in the column entitled “Monthly Expenditures”. For “Cumulative Expenditures”, refer back to the prior month report and add Cumulative Expenditures from the prior month with the current expenditures (monthly). This total should reflect the total funds expended in the Cumulative Expenditures column.
- Repeat the same procedures listed A through D to report your Leveraged Expenditures. In addition, check the appropriate box to identify if the leveraged funds are Cash or In-Kind.
- Grand Totals are calculated by formula in the Total Expenditures row.

G. Authorized Contractor Signature

The authorized contractor representative prints their name, provides their title, signs, dates the SCI and submits the original via mail or via email in PDF format to the CWDB Program Analyst and Program Manager assigned to the program. The authorized contractor representative is the person(s) designated on the Grant/Contract Signature Authorization form in the approved contract. If more than one page is necessary, the signature block is only required on the last page of the SCI.

H. CWDB Contract Administrator Review and Approval

The CWDB Program Analyst reviews the SCI to determine whether costs billed appear reasonable and are submitted in compliance with the contract. When the SCI is approved, the CWDB Program Analyst will print, sign and date the SCI signifying that the costs billed appears reasonable and forwards the invoice to the CWDB Program Manager for further review/authorization. The CWDB Program Manager makes a final review of the SCI and once approved forwards to the EDD Accounting Services Section for payment.

I. Invoice Dispute

If the CWDB Program Analyst has questions or concerns regarding the allowability or appropriateness of any amounts claimed, an attempt will be made to make contact with the Contractor and/or return the invoice in question to the contractor. The Contractor will have to rectify any/all issues brought upon by the CWDB Program Analyst and resubmit the corrected SCI.

Common Contract Invoice Errors

Below is a listing of the most common SCI errors that cause delay in processing payment of contract invoices.

- Grantee not having a sufficient invoice/Year-To-Date (YTD) tracking system therefore computation errors or YTD totals submitted on invoice are incorrect.
- Grantee not inputting correct invoice number for applicable month. (Example: Reference to letter B.)
- Incorrect contract number. Always use the current contract number located in the top right corner of the Standard Agreement (STD 213) corresponding to the period billed.
- The Contractor name does not agree with the Contractor name on the Standard Agreement (STD 213).
- Invoice totals, address, and authorized signatures not on page 2 or the final page for multiple page invoices.
- Invoice not signed by the Contractor.

- SCI cannot be processed if changes are made with correction fluid/tape or if any other alterations are made which make it impossible to read the original dollar amount or signatures. Corrections made in writing versus electronically therefore figures are not readable/legible. Recommend that all revisions to invoice be completed electronically for clarity.
- Contract/budget modifications not authorized, therefore resulting in program invoice being submitted with multiple errors.
- Contract/budget modifications being authorized but the program invoice contact and the EDD project manager not being made aware. Therefore program invoice contact submitting invoices with multiple errors.
- Date of Request not corrected to reflect the date a corrected invoice is sent to the CWDB Program Analyst.
- Knowledge of invoice guidelines and requirements not being transferred/provided to a new invoice contact/accountant. Results in incorrect/correct invoice being submitted.
- Grantee listing the incorrect *To: From:* dates to reflect monthly versus quarterly invoice.

Exhibit A – Service Cash Invoice

Date of Request								For State Use	
Invoice Number									
Invoice Period									
Contract Number									
Grantee Name									
Full Address								Phone Number	
Invoice Contact								Email Address	
Line Items	Admin*	In-House	Contracted	Monthly Expenditures	Cumulative Expenditures	Monthly Leveraged Expenditures	Type of Leverage Funding	Cumulative Leveraged Expenditures	
1	Staff Salaries & Fringe Benefits			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
2	Staff Travel			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
3 Operating Expenses									
	- Facilities Rent			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	- Office Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	Communication			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	- Other (Describe)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
4 Equipment Purchases & Furniture									
	- Purchases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	- Leases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
5	Instructional Materials and Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
6	Tuition Payments/ Vouchers			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
7	Training Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
8	Work Experience Wages (WEX)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
9	Supportive Services			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
10	Indirect Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
11	Other Program Services			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
TOTAL EXPENDITURES		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	
		Total Cost	Percentage						
Total Admin*			#DIV/0!						
Total Program			#DIV/0!						
Total Budget Amount			#DIV/0!						
<i>*Administrative Costs not to exceed 10% of total budget</i>									