



HIGH ROAD

CONSTRUCTION CAREERS

SB 1 Technical Assistance

Supporting Regional HRCC
Pre-Apprenticeship Partnerships

Request for Applications
#55925

July 2020

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Section 1: Overview

Introduction

In order to support the High Road Construction Careers initiative, the California Workforce Development Board (CWDB) is pleased to announce the availability of up to \$700,000 total in Technical Assistance (TA) to fund two distinct TA categories: Project Support (up to \$500,000) and Regional Coordination (up to \$200,000) to support the development, implementation, and sustainability of the regional High Road Construction Career (HRCC) pre-apprenticeship partnerships.

Background & Purpose of HRCC: SB 1

The Road Repair and Accountability Act of 2017 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 CWDB received \$25 million (\$5 million annually for five years) to establish a pre-apprenticeship training program, beginning in 2019.

In November 2019, the CWDB released RFA #85585 with the availability of up to \$14 million in funding for the HRCC: SB 1 Program. The CWDB divided the state of California into 12 distinct regions, aligning with the Building & Construction Trade Council jurisdictions. The intent was to fund each region with only one application accepted per region. All 12 regions applied, resulting in 11 applications (regions 9 & 11 submitted a joint-application) representing the entire state of California.

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

- Develops a steady supply of skilled construction workers in each region for the delivery of high-quality infrastructure projects, maximizing the economic stimulus benefits of those projects;
- Increases access and equity in 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.

To download the complete [HRCC: SB 1 RFA](#), please visit the [CWDB's HRCC webpage](#).

The CWDB's High Road Strategy

The [California Global Warming Solutions Act](#) 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 a 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, worker voice, 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 development and support of a single Regional HRCC Partnership in each region of California.

Purpose of HRCC Technical Assistance

Technical Assistance is an extension of CWDB capacity to provide targeted expertise and assistance to support the HRCC Partnerships. The goal of HRCC: SB 1 is to build training *partnerships* and not just training programs, to establish sustainable, regionally based pre-apprenticeship coalitions committed to systematically increasing the numbers of women and workers from disadvantaged communities in State-approved apprenticeship programs. This entails more than curricula and skills training. It is a whole system of practices driven by common vision and values of equity and job quality—practices around recruitment, appropriate supports, mentoring, training, and access to apprenticeship and long-term middle-class careers.

The end game is that each HRCC Partnership has the organizational structure and staff capacity for a sustained coalition and effective program work. TA will help the CWDB with organizing peer-to-peer support to drive a common HRCC vision across the projects, as well as provide hands-on assistance to each individual HRCC Partnership to meet its unique development needs. Ultimately technical assistance must help the HRCC partnerships:

- Build and sustain regional coalitions focused on increasing skills, opportunity, and access for disadvantaged and underrepresented populations to State-approved apprenticeship programs;
- Strengthen structured, North America’s Building Trades Unions (NABTU) certified MC3 pre-apprenticeship pathways that start with quality jobs, are centered on labor supply and demand, and align supports that are relevant to the populations targeted;
- Provide individuals with barriers to employment the services and supports needed to be successful in entering, participating in, and completing an MC3 pre-apprenticeship program;
- Analyze, project, and manage the supply and demand of new apprentices across the region and the distribution of HRCC: SB1 resources across MC3 providers and other HRCC partners;
- Track and evaluate program effectiveness, including tracking individual participant outcomes and reporting data, activities, and progress to the CWDB;
- Prepare entry-level workers in the building and construction trades to comprehend and value their role in achieving California’s goals of carbon neutrality and environmental justice; and
- 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 MC3 pre-apprenticeship and State-approved apprenticeship programs.

Under this RFA we are funding two distinct types of technical assistance:

1. Project Support
2. Regional Coordination

Project Support

There is up to \$500,000 available to fund a Project Support team that will aid the HRCC Partnerships in the design, development, and implementation of their projects and provide a forum for cross-project communication and peer-to-peer learning, supporting project-specific outcomes and broad HRCC goals. The purpose is coordinate, support and build strong, sustainable HRCC Partnerships and to develop, define, and document the HRCC field of practice.

The Project Support team will report to and work in coordination with the CWDB Program and Field Branches. The key roles of the Project Support team fall under three categories:

1. Expertise & Capacity Building

- Conduct needs assessments to determine gaps, priorities, and opportunities within each of HRCC Partnership regions;
- Provide ongoing coaching, consultation, and support to HRCC Partnerships in achieving HRCC: SB 1 goals and objectives;
- Work with the HRCC Partnerships to develop strategies and expertise in recruitment, retention, and apprenticeship and career placement for priority populations, including women, racial/ethnic minorities and underrepresented subgroups, disadvantaged youth, and formerly incarcerated individuals;
- Work with the HRCC Partnerships to develop Multi-Craft Core Curriculum (MC3) and best practices for curriculum instruction, recruitment and capacity-building strategies for MC3 instructors, both generally and to serve priority populations specifically, and align training with current and future industry trends, particularly environmental sustainability and climate change mitigation;
- Work with the HRCC Partnerships to expand their footprint within the project region.

2. Knowledge Sharing & Networking

- Conduct In-person and virtual trainings and workshops;
- Conduct and facilitate Grantee and stakeholder convening, cross-system information sharing, and field building activities, including networking events, best practices/information sharing sessions for targeted groups, and larger Communities of

Practice.

3. Materials & Media

- Document and disseminate lessons learned, best practices, and successful program models for internal and external purposes;
- Develop policy briefs, white papers, case studies, and/or other public facing materials promoting high road principles related to construction careers and the HRCC field of practice;
- Increase visibility and highlight successes through print and electronic media – including a series of HRCC videos.

Project Support Project Team Requirements

Due to the specific expertise needed to support these projects, it is required that the project team consist of qualified experts coordinated through a single fiscal agent. The Project Support team should have the following minimum qualifications:

- Fiscal agent should have experience managing state and/or federally funded grants and organizing and coordinating project teams, including multiple experts possibly from multiple organizations;
- Deep understanding, knowledge, and working history with the state and local building and construction trades, as well as with State-approved apprenticeship training programs in the building and construction trades;
- Experience working with the North America’s Building Trades Unions (NABTU), particularly the training and education program staff, and with NABTU’s Multi-Craft Core Curriculum (MC3);
- Expertise in the effective recruitment, retention, and apprenticeship placement of priority populations, including women, racial/ethnic minorities, disadvantaged youth, and formerly incarcerated;
- Fluency in construction-sector apprenticeship training, including expertise in the Multi-Craft Core Curriculum (MC3) and best practices for curriculum instruction, recruitment and capacity-building strategies for MC3 instructors and MC3 providers, both generally and to serve priority populations specifically;
- Expertise in aligning MC3 training with current and future industry trends, particularly environmental sustainability and climate change mitigation;
- Background and professional qualifications producing high production value public facing documents, videos, and other media;
- Experience planning and facilitating virtual and in-person events.

Regional Coordination

There is up to \$200,000 available to fund a Regional Coordination team that will provide hands-on assistance, often one-on-one, to HRCC Partnerships. Regional Coordination is essentially a strike team on issues of organizational development, governance structures of planning and decision making, management of HRCC resources and leveraged funds, development of additional funding, relationship building among stakeholders, policy development, initiative implementation, and HRCC Partnership sustainability.

The Regional Coordination team will report to and work in coordination with the CWDB Program and Field Branches as well as work closely with the Project Support team. Activities include, but are not limited to:

- Help HRCC Partnerships develop and maintain the governance structures and staff capacity necessary to keep information and knowledge flowing equitably and to strategically invest resources to maximize participant success and the long-term viability of the HRCC Partnership;
- Development of articulation agreements with State-approved apprenticeship programs in the trades and other construction sector employers to support high quality placement opportunities for pre-apprenticeship graduates;
- Serve as an intermediary between California Department of Corrections MC3 programs and State-approved apprenticeship programs in the trades and other construction sector employers to support high quality placement opportunities for pre-apprenticeship graduates exiting the Corrections system;
- Development and implementation of high road construction policies to support job quality and equity goals, including Community Workforce Agreements and local hire ordinances;
- Development of interagency collaboration among local workforce agencies;
- Communicate to the CWDB and the Project Support team on the evolving work of HRCC Partnerships;
- Analyze data in order to best support the HRCC partnerships.

Regional Coordination Project Team Requirements

Due to the specific expertise needed for hands-on support of HRCC Partnerships, it is required that Regional Coordination team consist of qualified experts coordinated through a single fiscal agent. (Note: a single organization can apply for both Project Support and Regional Coordination). The Regional Coordination team should have the following minimum qualifications:

- Fiscal agent should have experience managing state and/or federally funded grants and organizing and coordinating project teams comprised of multiple experts and possibly multiple organizations;

- Deep understanding, knowledge, and working history with the local building and construction trades, as well as with State-approved apprenticeship training in the building and construction trades;
- Experience with and understanding of high road construction policies that support job quality and equity goals, including Community Workforce Agreements and local hire ordinances;
- Expertise in the effective recruitment, retention, and apprenticeship placement of priority populations, including women, racial/ethnic minorities, disadvantaged youth, and formerly incarcerated;
- Fluency in construction-sector apprenticeship training, including expertise in the Multi-Craft Core Curriculum (MC3) and best practices for curriculum instruction, recruitment and capacity-building strategies for MC3 instructors and MC3 providers, both generally and to serve priority populations specifically;
- Strong experience in organizational development and/or intermediary development, including expertise in developing effective governance structures and operations;
- Experience in coalition building, especially in developing communication among diverse community stakeholders, including labor organizations, community advocates, business leaders, joint labor-management apprenticeship programs, public agencies, etc.;
- Facilitation, convener, and intermediary skills and experience;
- Comprehensive understanding of the workforce system and relevant state and local public policies, including knowledge of state and local governance directives;
- Experience in collecting, analyzing, and articulating data, including but not limited to participation demographics, services and training provided, outcomes, outputs.

Eligible Applicants

Because each of the technical assistance teams—Project Support and Regional Coordination—is expected to be made up of multiple experts, a single organization may not have the expertise internally, requiring subcontracts with other individuals or organizations. However, only one entity will apply on behalf of the technical assistance team(s), and will assume the role of the fiscal agent. Interested organizations can apply for either Project Support, Regional Coordination, or both. Eligible applicants include, but are not limited to:

- Local building trades Councils (BTCs), Central Labor Councils, and other labor organizations
- Local workforce development boards (WDBs) or regional consortia of WDBs
- Public education entities
- Non-profits and Community based organizations

- Coalitions of industry employers and labor-management partnerships

The fiscal agent will be the main point of contact for the CWDB and is responsible for organizing, coordinating, convening, and formal reporting on behalf of the technical assistance team throughout the grant term.

Funding

Funding under this RFA will be provided by The Road Repair and Accountability Act of 2017. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. The CWDB reserves the right to adjust the total number, duration, and amount of each grant award based upon the availability of funds.

Grant Awards

The CWDB anticipates funding up to two grants: \$500,000 for Project Support and \$200,000 for Regional Coordination for a duration of 24-months.

Section 2: Significant Dates

Event	Date
RFA Release	July 3, 2020
Q&A	Accepted and posted weekly to the CWDB's HRCC webpage throughout the application period. Final Q&A posting date will be July 31, 2020 (questions must be in by Thursday, July 30 Noon Pacific Time).
Applications Due	Monday, August 3, 2020 by 3:00PM Pacific Time
Award Announcement	October 2020
Program Start Date <i>*with executed contract stipulation</i>	January 1, 2021*

Grant Term is 24-months, January 1, 2021 – December 30, 2022.

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 August 3, 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_TA_ApplicantName”

Application forms should be in their original format unless they require a wet signature (e.g. Cover Page, Worker’s Compensation Certification, Contractor Certification Clause, Darfur Contracting Act Certification, and 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 throughout the application period (questions must be in by July 30, 2020, Noon Pacific Time).

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

Note: Before submitting TA RFA questions to the email above, be sure to reference the existing Program [SB1 Q&A](#) as this resource could address some of your 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 and one inch margins. Program Narrative page limit is 10 pages and answers should be responsive and concise.

Form	Required?	Template Provided?
Cover Page *Must be in PDF and have wet signature	Yes	Yes
Form 1 Program Narrative *Page limit: 10	Yes	Yes
Form 2: Partners Roles and Responsibilities	Yes	Yes
Form 3: Work plan	Yes	Yes
Form 4: Budget Summary *Submit one on behalf of the partnership	Yes	Yes

Form	Required?	Template Provided?
Form 5: Budget Narrative *Submit one on behalf of the partnership	Yes	Yes
Form 6: Contracts	Yes	Yes
Form 7: Worker’s Compensation Certificate	Yes	Yes
Form 8: Contractor Certification Clause CCC042017	Yes	Yes
Form 9: Darfur Contracting Act Certification <i>*if applicable</i>	Yes	Yes
Form 10: Bidder Declaration <i>*if applicable</i>	Yes	Yes
Partnership Agreement Letters/MOUs *Example will be provided	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

Project Support: Application Evaluation Scoring Rubric

Section	Description	Points
Technical Assistance Framework	<ul style="list-style-type: none"> The HRCC Technical Assistance (TA) grant will support the development, implementation, and sustainability of 12 HRCC regional pre-apprenticeship partnerships connecting disadvantaged communities to state-approved apprenticeships and permanent career placement. Provide an introduction of your background and areas of expertise that align with the goals and objectives of the Project Support TA. Include information on your existing capacity to provide adequate support to the regions and your familiarity with best standards and practices in workforce development specifically as it relates to construction-sector training. <p><i>*Should align with Form 2 Roles and Responsibilities and Work plan.</i></p>	30
Relevant Experience	<p>Expertise & Capacity Building (30 points)</p> <ul style="list-style-type: none"> Describe your knowledge in conducting data collection and assessment activities to identify project impacts, areas of need and opportunity as a means to provide coaching and consultation services to stakeholders and decision makers. Provide details on your experience with recruiting, retaining, and placing priority populations and how your existing capacity is adequate to provide the necessary coaching and consultation services to the regions through the Project Support TA. Identify best practices as appropriate. Describe your experience working with/knowledge of the building and construction trades, North America’s Building Trades Unions (NABTU), and Multi-Craft Core Curriculum (MC3). One of the main priorities of the regional partnerships is to expand services to priority populations into new areas and communities. Provide details on your strategy to support the regions with such expansions. <p>Knowledge Sharing & Networking (10 points)</p> <ul style="list-style-type: none"> Describe your expertise in grantee and stakeholder convening, cross-system information sharing, and field building activities/strategies, including networking events, 	50

Section	Description	Points
	<p>best practices/information sharing sessions for targeted groups, and larger Communities of Practice.</p> <p>Materials & Media (10 points) Provide details of your knowledge and experience with:</p> <ul style="list-style-type: none"> • Documenting and disseminating lessons learned, best practices, and successful program models for internal and external purposes; • Developing policy briefs, white papers, case studies, and other public facing materials promoting high road principles related to construction careers; • Increasing visibility and highlighting successes through print and electronic media – including videos. <p>If available, link a sample of your work as related to the elements above</p> <p><i>*Should align with Form 2 Roles and Responsibilities and Work plan.</i></p>	
Fiscal Agent	<ul style="list-style-type: none"> • Highlight your experience in managing state and/or federally funded grants and organizing/coordinating across systems and organizations. Include key individuals, areas of expertise and position titles • How will the fiscal agent coordinate with partners on the project team to deliver technical assistance goods and services, and ensure all relevant information is reported back to the CWDB in a timely manner? 	20
Budget	<ul style="list-style-type: none"> • Form 4: Budget Summary • Form 5: Budget Narrative • Form 6: Contracts 	5
TOTAL		105

Regional Coordination: Application Evaluation Scoring Rubric

Section	Description	Points
Technical Assistance Framework	<ul style="list-style-type: none"> • The HRCC Technical Assistance (TA) grant will support the development, implementation, and sustainability of 12 HRCC regional pre-apprenticeship partnerships, connecting disadvantaged communities to state-approved apprenticeships. Provide an introduction of your background 	40

Section	Description	Points
	<p>and areas of expertise that align with the goals and objectives of the Regional Coordination TA as described in Request for Application (RFA). Include information on your existing capacity to provide adequate support to the regions and your familiarity with best standards and practices in workforce development specifically as it relates to construction-sector training.</p> <p><i>*Should align with Form 2 Roles and Responsibilities and Work plan.</i></p>	
Relevant Experience	<ul style="list-style-type: none"> • Describe your experience with developing and/or maintaining local and regional governance structure that addresses worker and industry needs. Include details on your familiarity with networking/convening with private and public stakeholders to increase capacity and address gaps in workforce service delivery for priority populations. • Outline your history working with apprenticeship programs and other construction sector employers to develop and sustain high quality job opportunities for pre-apprenticeship graduates. Provide details on related outcomes achieved (e.g. agreement developed, direct entry, priority consideration for pre-apprenticeship graduates, etc.). • Describe your knowledge and experience engaging with California Department of Corrections and Rehabilitation’s MC3 programs. • Describe your knowledge and strategies geared towards the development and implementation of high road construction policies tailored to the needs of the regional partnerships, including Community Workforce Agreements and local hire ordinances that support job quality and equity goals for priority populations. • Provide details of your experience with collecting, analyzing, and reporting qualitative and quantitative data at local and regional levels. Share your strategy and methodologies used for collecting and disseminating pertinent information to grantees, stakeholders and decision makers. If available, link a sample of your current or previous work. <p><i>*Should align with Form 2 Roles and Responsibilities and Work plan.</i></p>	40
Fiscal Agent	<ul style="list-style-type: none"> • Fiscal Agent: Highlight your experience in managing state and/or federally funded grants and organizing/coordinating across systems and organizations. Include key individuals, their area of expertise and position titles. 	20

Section	Description	Points
	<ul style="list-style-type: none"> How will the fiscal agent coordinate with partners on the project team to deliver technical assistance goods and services, and ensure all relevant information is reported back to the CWDB in a timely manner? 	
Budget	<ul style="list-style-type: none"> Form 4: Budget Summary Form 5: Budget Narrative Form 6: Contracts 	5
TOTAL		105

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.

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 boards or consortia of WDBs <input type="checkbox"/> Public education entities <input type="checkbox"/> Non-Profits and CBOs <input type="checkbox"/> Coalitions of industry employers and/or labor-management partnerships <input type="checkbox"/> Other (specify): 	<input type="checkbox"/>
<p>2. Required forms are included in application. Application content is complete, responsive, and not missing information.</p>	<input type="checkbox"/>

Recommendation for Funding

The final scores will be ranked highest to lowest and will serve as the primary basis for making recommendations for funding.

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 August 3,2020;
- 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		AGREEMENT NUMBER		PURCHASING AUTHORITY NUMBER (if Applicable)	
STANDARD AGREEMENT					
STD 213 (Rev. 03/2019)					
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/QLS/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			CITY	STATE	ZIP
800 Capitol Mall, Suite 1022					
PRINTED NAME OF PERSON SIGNING			TITLE		
Laura Caputo					
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: Emily Sunahara
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: Emily Sunahara
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 4 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 5 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 C – Intentionally Omitted

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. It is recommended 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 project manager not being made aware, resulting in 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 an incorrect invoice being submitted.
- Grantee listing the incorrect *To: From:* dates to reflect monthly versus quarterly invoice.

Exhibit A – Service Cash Invoice

Date of Request									
Invoice Number									
Invoice Period									
Contract Number									
Grantee Name		For State Use							
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 Waives (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>									