



HIGH ROAD

CONSTRUCTION CAREERS

Low Carbon Economy Workforce Program
Supporting Regional HRCC Pre-Apprenticeship Partnerships

Request for Applications
#62330

January 2021



The High Road Training Partnership's Low Carbon Economy Workforce Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

The California Workforce Development Board is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests meant for services, aids, and special formats may be available by calling the California Workforce Development Board at (916) 657-1440. TTY users, please call the California Relay Service at 711.

Section 1: Overview

Introduction

In Fiscal Year (FY) 2019-20, the Legislature appropriated \$30M from the Greenhouse Gas Reduction Fund (GGRF) to the California Workforce Development Board (CWDB) for its two primary high road workforce development programs: \$10M for High Road Construction Careers (HRCC) and \$20M for High Road Training Partnerships (HRTTP). While the CWDB was approved for continuous program funding from the GGRF at the same level through FY 2023-24 – totaling \$165M, including \$150M for HRCC and HRTTP and \$15M for state operations – it is subject to the Legislature’s annual appropriations process and to availability of revenue in the GGRF. The purpose of this RFA is to release the first year GGRF appropriations for HRCC.

The CWDB is therefore pleased to announce the availability of up to \$5.6 million of these appropriations to be invested in the HRCC: CCI Program.

The initial goals of this five-year investment in the HRCC initiative include:

- Expanding to 12 regional HRCC partnerships throughout the State of California based on local Building & Construction Trades Council boundaries;
- Serving at least 3,000 disadvantaged Californians prepared for state-approved apprenticeship in the trades;
- Establishing Community Workforce Agreements (CWAs) on public works and other projects within each region;
- Project and initiative evaluation (done by the CWDB).

Greenhouse Gas Reduction Funds & Cap-and-Trade Program Background

California’s Cap-and-Trade Program is one of the state’s major policies to reduce greenhouse gas (GHG) emissions, which are responsible for destabilizing the climate and creating harmful impacts such as more extreme wildfires, droughts, and floods. By putting a hard limit and price on GHG emissions, the Cap-and-Trade Program generates significant revenue in addition to reducing adverse climate impacts. That revenue (roughly \$1B per year) is deposited into the GGRF and appropriated by the State Legislature.

By law, programs funded from the GGRF must facilitate greenhouse gas emission reductions and generate additional co-benefits for the economy, environment, and public health. While the emphasis is on mitigating climate change by reducing GHG emissions, climate adaptation is also an important aspect of California’s overall approach to climate change in order to manage the impacts to communities and ecosystems that are occurring already.

State law also requires that at least 35% of GGRF monies annually go to projects that are located within, and benefit residents of, Disadvantaged Communities (DACs) and Low-Income Communities (LICs) and low-income households. Collectively, these communities and households are referred to as priority populations and are described in further detail in the Benefitting Priority Populations section of this RFA.

California Climate Investments Program

Every year, the Legislature decides how to spend money from the GGRF on a variety of programs administered by different state agencies and departments. The suite of programs funded from the GGRF are known as [California Climate Investments \(CCI\)](#), and include programs to increase energy efficiency in buildings, deploy zero-emission vehicles, expand public transit service, build affordable housing near transit, and plant trees and other kinds of urban greening measures. To ensure that GGRF requirements are met, the California Air Resources Board (CARB) issues detailed [CCI Funding Guidelines](#) to help agencies administering CCI programs meet statutory requirements.

HRCC partnerships that are allotted GGRF funds must adhere to the statutory requirements of expenditures from the GGRF and CARB-issued Funding Guidelines pertaining to facilitating GHG emission reductions, benefiting priority populations, and achieving economic, environmental, and public health co-benefits. To ensure consistency with these requirements, the CWDB was required to develop a program-specific GGRF Expenditure Record, which is available on CARB's website.

GGRF and CCI requirements and how they apply to the HRCC program have been built into this RFA.

High Road Construction Careers

The CWDB's High Road Strategy

The CWDB's High Road vision is a strategic and comprehensive approach to jobs and training across climate- and technology- impacted industries. It relies on strong regional partnerships 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.

High Road Construction Careers and Climate

The majority of jobs related to reducing carbon emissions are in the traditional construction trades. California will need thousands of these skilled and trained workers to meet its climate goals. Therefore, a pre-apprenticeship system—regionally based, targeted to workers from disadvantaged or low income communities, calibrated to the supply and demand for new apprentices, and connected to state-approved apprenticeship—has the potential to produce

shared economic prosperity while addressing climate change. This is in accordance with the CWDB's High Road Strategy and its statutorily mandated role.

High Road vs Low Road Construction Careers

High road construction work pays a living wage, while providing benefits, a retirement plan, and a clear path to promotion and increased wages. These careers tend to start with state-approved apprenticeship, which provides paid, on-the-job training and classroom instruction. High road construction work also intersects with the state's climate goals, as the jobs created around carbon reductions will require skilled and trained workers that are either apprentices or graduates of state-approved apprenticeship programs. High road construction is prevalent in the non-residential sector, particularly on public works projects.

Low road construction work does not pay a living wage, nor does it offer comprehensive employer-provided benefits or a clear path to promotion and increased wages. In low road construction, labor and employment law violations are common, as is the misclassification of workers as independent contractors, as well as "cash-in-hand" or unreported employment.

The HRCC Regions

Building off of the pre-apprenticeship training partnerships developed under the California Clean Energy Jobs Act (Prop 39),¹ the CWDB established 12 HRCC regions throughout the state of California. These regions are based on the jurisdictions of local Building and Construction Trades Councils (BTCs) and comport closely with the State Plan Regional Planning Units. The HRCC regions were implemented under the HRCC: SB1 Program that was established in 2019.

This investment, along with investments under the HRCC: SB 1 Program, will further expand HRCC through the development and support of a single HRCC pre-apprenticeship partnership in each region of California.

Program Goals

The goals of the HRCC: CCI Program align and overlap with those of the HRCC: SB1 Program. These goals include:

- The development of a skilled construction workforce that ensures delivery of high-quality infrastructure projects;
- Increasing access to state-approved apprenticeship in the building and construction trades;
- Serving underrepresented and disadvantaged workers, increasing gender and racial diversity in the trades in the process;
- Establishing models of worker, management, government collaboration that jointly anticipates, plans for, and addresses the future of work;
- Promoting Community Workforce Agreements (CWAs), local hire ordinances, and other relevant policies to ensure robust demand for apprentices, and greater access to

¹ HRCC Regional Map: <https://cwdb.ca.gov/initiatives/hrcc/high-road-construction-careers-regional-map/>

apprenticeships for disadvantaged communities and priority populations.

Climate Goals

Additionally, the CWDB is prioritizing a number of climate goals for investments under the HRCC: CCI Program. These goals include:

- Strengthening the emphasis on climate related work and practices for HRCC regional partnerships;
- Addressing worker, employer, and industry needs as they respond and adapt to climate change and environmental sustainability.

Project Design

Partnerships

This investment should support, align, and expand on the existing HRCC framework established under the HRCC: SB1 Program. The goal is not to create a new partnership or separate pre-apprenticeship programs, but to coordinate and work within the existing regional partnership in providing additional funding and resources to continue and strengthen this crucial work. Partnerships should be the same as those under the existing HRCC partnership and may include new partners being brought into the regional partnership.

Required Partners

One applicant may apply on behalf of a HRCC region. That applicant must be a member of the HRCC partnership that they are applying on behalf of. The CWDB recommends the same Fiscal Agent from the HRCC: SB1 Program be the Fiscal Agent for this grant (to ensure aligned coordination and grant administrative support), but it is not required.

The HRCC: CCI Program requires the same partners as the HRCC: SB1 Program. These include:

- The local Building Trades Council(s) in the region ;
- At least one Joint Apprenticeship Training Committee;
- At least one Multi Craft Core Curriculum (MC3) provider;
- At least one Community Based Organization (CBO);
- At least one Workforce Development Board (WDB) that operates within the region;
- At least one Proposition 39 Grantee that operates in the proposed region.

Applicants will be asked to provide an overview of the current state of their regional HRCC partnership. Applicants who can provide existing MOUs, partnership agreements, and/or letters of support with ongoing or new partners will be given greater consideration. Applicants do not have to update existing MOUs or partnership agreements.

Project Outcomes

Successful HRCC: CCI Program applicants will determine their performance goals, targets,

deliverables and outcomes. If awarded, grantees will be required to document, evaluate, and report out on progress throughout the grant term, including a final evaluation of work achieved at the end of the grant term. Project outcomes will be evaluated on the following:

- Facilitating greenhouse gas emission reductions (Immediate and/or eventual)
- Maximizing co-benefits
- Jobs reporting for staff funded through HRCC CCI grant funds
- Benefits to priority populations

Facilitating Greenhouse Gas Reductions

Successful applicants must prioritize fostering climate and economic resilience in order to facilitate immediate or eventual GHG emission reductions in the state, including:

- Addressing critical skill issues emerging as industry faces challenges of climate change and environmental sustainability;
- Increasing capacity of contractors and workers to adapt and compete in a carbon-constrained economy;
- Helping California communities prosper by creating accessible local pathways into safer, healthier, and more highly skilled jobs.

Applicants must describe qualitatively how the project and partnership will meet the requirement of facilitating GHG emission reductions over the course of grant period and beyond (immediate and/or eventual) with respect to the elements outlined above.

While recruiting and training a skilled construction workforce is essential for California to meet its climate goals, extra consideration will be given to applicants who can demonstrate ways of expanding beyond this industry-level connection to climate change. This may involve partnering with a CBO or expert organization whose work relates to climate, site visits to climate related projects, providing additional training and education for participants around climate, or fostering ties with crafts in the building trades who work on climate related projects, such as the construction and maintenance of utility scale renewables, pumped storage facilities, or building retrofits.

Maximizing Co-Benefits

Each GGRF funded HRCC is asked to maximize economic, environmental, and public health benefits to the state where applicable and to the extent feasible, pursuant to state law (AB 1532, Chapter 807, Statutes of 2012 (Perez, 2012)) and as described in CARB's CCI Funding Guidelines. The following list includes, but is not limited to, co-benefits in AB 1532, some of which have an assessment methodology that has been approved by CARB. Successful applicants will be asked to describe how they will achieve any of the following co-benefits:

- Foster job creation by promoting in-state greenhouse gas emissions reduction projects carried out by California workers and businesses;
- Complement efforts to improve air quality;

- Direct investment toward the most disadvantaged communities and households in the state;
- Provide opportunities for businesses, public agencies, nonprofits, and other community institutions to participate in and benefit from statewide efforts to reduce greenhouse gas emissions; and
- Lessen the impacts and effects of climate change on the state’s communities, economy, and environment.
- Air pollutant emission reductions
- Travel cost savings
- Vehicle miles traveled reduction
- Energy and fuel cost savings
- Water savings
- Soil health improvement and land conservation
- Climate adaptation
- Heart and lung health improvement
- Increased community engagement
- Anti-displacement
- Accelerated implementation of advanced, clean technologies
- Occupational safety and health improvement
- Increased worker retention

Applicants may also identify relevant and meaningful co-benefits other than those listed above.

Benefiting Priority Populations

A portion of overall GGRF expenditures must be used to benefit specified disadvantaged populations that are especially vulnerable to the impacts of climate change. Though these disadvantaged populations differ to those listed for SB1, they cross over in some important ways. **At least 50% of participants served under this grant and project must fall under at least one of the priority populations identified outlined below.**

The priority populations under GGRF include:

- Residents of disadvantaged communities (DACs);
 - Disadvantaged communities are identified by the California Environmental Protection Agency (CalEPA) as the top 25% most impacted census tracts in [CalEnviroScreen 3.0](#) – a screening tool used to help identify communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution.

- Low-income communities (LICs);
 - Low-income communities are defined as the census tracts that are either at or below 80 percent of the [statewide median income](#), or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) [2016 State Income Limits](#).
- Low-income households (LIHs).
 - Low-income households are defined as households that are either at or below 80 percent of the [statewide median income](#), or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) [2016 State Income Limits](#).

The remaining participants may fall under other underserved/underrepresented population categories and will be up to the region/partnership to define. These categories may include (but are not limited to):

- Women;
- 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.

Applicants will be required to identify and define each population they intend to serve on Form 1: Project Narrative and Form 5: Participant Plan.

Priority Populations Criteria

Applicants must describe how they intend to serve and benefit these priority populations, following the evaluation approach and benefit criteria described below. In doing so, applicants will not be required to provide the specific census tracts of the populations they plan on serving. They will, however, be asked to identify areas (parts of cities, counties and so on) that contain those priority populations.

As part of the application review process, the CWDB will determine whether a proposed project meets the criteria for providing direct, meaningful, and assured benefits to priority populations and addresses an important community need using the following evaluation approach:

- **Step 1:** Identify the priority population(s). Directly benefit residents living within a census tract that has been identified as a disadvantaged or low-income community, or directly benefit members of a low-income household. And to the extent feasible, locate project sites within a disadvantaged or low-income community;
- **Step 2:** Address a need. Meaningfully address an important community or household need for the identified priority population(s); and

- **Step 3:** Provide a benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address an identified need. Only investments that meet these criteria will count toward achieving the statutory investment minimums identified for priority populations. Projects must meet at least one of the following benefit criteria in order to count toward the priority populations requirement:
 - Project provides high-quality (e.g., local living wages, health insurance, paid leave) jobs to, and enables upward mobility for, priority populations.
 - Project provides job training to priority populations that is part of a program with an established placement record.
 - Project provides job training to priority populations that includes capacity building that leads to industry-recognized credentials (e.g., certifications, certificates, degrees, licenses, other documentation of competency and qualifications).

Some projects may directly benefit priority populations through various planning processes related to regional planning or partnership development. Projects focused on planning activities may meet one of the following benefit criteria:

- Project directly engages priority populations in developing actionable plans that address community needs, reduce environmental burdens, or improve public health in their community.
- Project or plan includes components that, when executed, reduce direct risk to priority populations from climate hazards such as: fire (e.g., defensible space); flooding, coastal inundation, wave impacts, or erosion.
- Project or plan includes components that, when executed, improve the ability of priority populations to respond to climate risk (e.g., emergency preparedness plan).
- Project or plan includes actionable components that, when executed, meets the job placement and training benefit criteria listed above.

Resources to Meet Priority Populations Requirement

For maps and information to help identify priority populations, please refer to CARB’s [Priority Population Investments](#) webpage.

Participant Performance

Successful applicants will be required to track and report the following data for each individual served by GGRF funding:

Participant Demographics

- Race

- Ethnicity
- Gender
- Age
- Low Income Status
 - It will be project's responsibility to determine [Low Income Status](#) at point of enrollment/program entry
- Address
 - Note: It will be project's responsibility to determine *Home Census Tract / # Participants Served from [SB 535 Disadvantaged Communities and AB 1550 Low-Income Communities](#)* at point of enrollment/program entry
- Formerly-Incarcerated / Justice-Involved Status
- Veteran Status
- ESL/English Language Learner

Participant Progress & Outcomes

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:
 - Placement in State-approved apprenticeship in the building and construction trades²
 - Postsecondary education enrollment
- Placement retention³
- Tracking individual participant data, performance, and outcomes

The CWDB may review and revise the performance criteria with each grantee to best meet the specific needs of their project.

The CWDB will utilize CalJOBS and supplemental reporting to capture participant data. The CWDB will develop a data guide to assist grantees with data capture specific to HRCC. This guidance will be released prior to the issuance of grant funds along with customized training.

² Craft/Trade and specific apprenticeship program must be tracked at the individual level.

³ Retention is measured six-months after initial employment or post-secondary education placement.

Reporting to the State

Jobs Reporting

Recipients of GGRF are required to report out on staff positions and benefits paid directly with grant funding as an outcome of their project. This refers exclusively to the Fiscal Agent and its payroll positions as well as contracted partners. It is not referring to project participant job outcomes, which are tracked separately and are covered in detail in the Participant Performance section of this RFA.

This information will be taken from your Budget Summary and Budget Narrative, and evaluation questions may be included in quarterly reporting to ensure up-to-date information accuracy.

Quarterly Narrative & Supplemental Reporting

The CWDB will provide customized templates that include all required reporting fields. Grantees will be required to track and report out on all elements outlined in the Project Outcomes section of this RFA on a quarterly basis.

Required project, partnership, and participant data along with reporting dates will be determined prior to grant implementation and will be shared with grantees prior to the start of the grant term.

CalJOBS

Grantees will be required to track and enter all relevant participant data into CalJOBS – including but not limited to all services provided and relevant case management activities. The Fiscal Agent applying on behalf of the partnership can contract out any and all of the responsibilities pertaining to the use of CalJOBS, including and not limited to data entry coordination and collection. Nonetheless, it will be the Fiscal Agent’s responsibility to ensure that data is to every extent feasible, complete and accurate.

The entity/entities responsible for ensuring all program data is captured in CalJOBS in a timely manner shall be clearly identified in the narrative proposal and corresponding application forms. The CWDB will issue a follow-up guidance providing specific information on the required data collection and reporting procedures. This guidance will be shared with awarded applicants prior to the start of the grant term.

Periodic Review and Information Requests

The CWDB may conduct periodic reviews or request information from selected projects as needed throughout the grant term.

If a funding recipient is not performing in accordance with program requirements, the recipient will be subject to the remedies for non-performance.

Grant Oversight

The CWDB Program Branch will provide day-to-day grant oversight, administrative assistance, and project management – this includes contract, fiscal, reporting, and grant technical

assistance.

Field Assistance

The CWDB Field Branch will work with projects to provide technical assistance and engage in problem solving and capacity building. In addition to direct CWDB staff, the CWDB has contracted out Technical Assistance to the State Building & Construction Trades Council of California, and existing HRCC regions will have access to this extension of CWDB capacity.

Funding

Funding under this RFA will be provided through the High Road Construction Careers portion of the CWDB's GGRF allocation. 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.

Funding requests, including specific costs and line item allocations, must be clearly outlined and justified within the application and on appropriate exhibits. Applications where budget and use of grant funds is unclear will be disqualified during the application process.

Grant Award

The CWDB is not putting a cap on grant funding requests. Funding requests should align with the applicants' scope of work, activities, and goals. Projected industry demand in the region for construction apprentices (in DAS-approved programs), especially new apprentice slots, will be taken into consideration. Funding amount requests should be clearly justified and outlined within the Narrative, Budget Summary, and Budget Detail – including breakdown of all costs within a line item and thorough descriptions captured under "Narrative Details". If this level of detail is not provided, the application may be disqualified due to inability to review scope of work, activities, outcomes, and deliverables due to unclear budget and use of grant funds. If additional information is needed to justify funding requests, the CWDB reserves the right to request additional information.

Only one budget may be submitted with the 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 partnering contractor receiving money must be identified, with services provided and funds allocated clearly outlined on Form 9: Contracts.

Matching Funds Requirement

While not required, the CWDB strongly encourages applicants to leverage significant cash or in-kind support for project activities.

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 the approved Budget Summary. The total invoiced amount shall not exceed the award amount. Grantee shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

This grant operates on a reimbursement structure, and Fiscal Agents are required to invoice monthly to receive payment. Invoices are due by the 20th of the month each month. If the 20th falls on a weekend or holiday, the report will be due the following business day. Under the [California Prompt Payment Act](#), payment should be received within 45 calendar days from the date the invoice is received from the Fiscal Agent.

Technical Assistance

Technical Assistance (TA) refers to targeted expertise and assistance that is needed to support the HRCC framework, the regional partnership, and the program/projects themselves. The goal of HRCC 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 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.

Grant funds may be used to pay for additional and individualized TA as each region deems necessary and appropriate to support their regional HRCC work. It will be up to the regional partnership to determine the TA's scope of work. This work must be in line with the goals of this RFA and the HRCC framework. Enough detail must be provided within the application – particularly if contracting out these funds. Applicants should provide specific details of TA being provided in Form #: Contracts under the Services Provided column.

Eligible Applicants

One entity may apply on behalf of each established HRCC region. The CWDB will only accept one application per region. Applicants must be part of the existing regional HRCC partnership and must apply on behalf of the partnership.

The CWDB recommends the same Fiscal Agent from the HRCC: SB1 Program be the Fiscal Agent for this grant under the GGRF funding source (to ensure aligned coordination and grant administrative support), however this is not a requirement. If the applicant is not the existing HRCC: SB1 Program Fiscal Agent, then the applicant must obtain a signed letter from the existing HRCC: SB1 Program Fiscal Agent and all local Building Trades Councils represented in the region providing authorization to apply on behalf of the region.

The entity who applies on behalf of the region will assume the role of the Fiscal Agent for the GGRF funding. Eligible applicants include, but are not limited to:

- HRCC: SB1 Program Fiscal Agents
- BTCs, Central Labor Councils, and other labor organizations

- Local workforce development boards
- Non-profits and community-based organizations
- Organizations that represent multiple JATCs

The CWDB strongly recommends that the Fiscal Agent have experience managing state and/or federally funded grants and organizing and coordinating project teams comprised of individuals from multiple organizations. 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.

Section 2: Significant Dates

Application & Award Timeline

Event	Date*
Application Workshop / Live Q&A	Application Workshop Tuesday, January 26, 2021, 1:00PM – 3:00PM Live Q&A Thursday, January 28, 2021, 10:00AM – 11:00AM
Weekly Q&A Postings	Weekly starting January 22, 2021 Final Q&A posting will be February 5, 2021. Final questions must be submitted by Thursday, February 4, 12:00PM Pacific Time.
Applications Due	February 9, 2021 by 3:00PM Pacific Time
Award Announcement*	April 2021*
Program Start Date*	June 1, 2021

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

Grant Term is 22-months, June 1, 2021 – March 31, 2023.

Application Workshops & Live Q&A

Application Workshop

This workshop will provide an overview of the purpose of HRCC, the intent and goals outlined within this RFA and through the HRCC: Low Carbon Economy Workforce Program, and the GGRF and CCI requirements applicants/awardees will be required to meet. This workshop will be followed by a virtual Q&A.

If questions related to the HRCC framework or GGRF requirements come up at any point during the application period and after this workshop, please utilize the Weekly Q&A process.

Live Q&A

The CWDB will be available during this live Q&A session to answer any administrative or technical application questions applicants may have. Topics may include clarity on requirements outlined in the RFA, submission instructions, how to complete specific exhibits, etc. We ask that potential applicants review the RFA and exhibits prior to this meeting and come prepared with specific questions.

If technical questions come up at any point during the application period and after the live Q&A, please utilize the Weekly Q&A process.

Workshop Logistics

[Register for Application Workshops here.](#)

Application Workshop details, including the webinar link and conference call information, will be sent to registered participants. Failure to attend the Application Workshops will not preclude the submission of an application.

Questions will be taken during each Application Workshop and posted on the [CWDB'S HRCC webpage](#). Emailed questions must be sent to HRCC@CWDB.CA.GOV.

Any verbal communication with the CWDB concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA.

Weekly Q&A

To adhere to the legality and transparency requirements of the solicitation process, individual CWDB staff cannot respond directly to inquiries or engage with potential applicants during the solicitation period.

All questions regarding this RFA shall be sent via email to HRCC@CWDB.CA.GOV. Cumulative questions and answers will be posted on the [CWDB'S HRCC webpage](#) on a weekly basis (posted each Friday) until February 5, 2021 (questions must be submitted by Thursday, February 4, 2021, 12:00PM Pacific Time).

Please use "HRCC CCI Q&A" in subject line for all application/RFA related questions.

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 Submission

Application Deadline

The deadline for applications is Tuesday, February 9, 2021 at 3:00PM Pacific Time. Late applications will not be accepted.

Submitting an Application

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:

"HRCC CCI_Regions #"

Exhibit Format

Application forms must be submitted in their original format unless they require a wet signature.

Wet Signature

A wet signature refers to the Authorized Representative for the project placing a physical signature on a hard copy of a document as part of the application requirement and submitting electronically (e.g. email) making it legally binding.

Documents requiring wet signature must be submitted in PDF form and include:

- Cover Page
- Form 10: Worker's Compensation Certification

- Form 11: Contractor Certification Clause
- Form 12: Darfur Contracting Act Certification
- Form 13: Bidder Declaration

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 may be determined non-responsive and will not be considered for funding.**

All applications must use 12-point font. Narrative should not exceed 20 pages and answers must be responsive and concise.

The CWDB does not require single or double-spacing in the Narrative, it is up to the applicant's discretion.

Form	Required	Template	Format
Cover Page <i>Must be in PDF and have wet signature.</i>	Yes	Yes	PDF
Form 1: Project Narrative <i>Should not exceed 20 pages; 12-point font requirement.</i>	Yes	Yes	Word
Form 2: GHG Deliverables	Yes	Yes	Excel
Form 3: Benefitting Priority Populations	Yes	Yes	Excel
Form 4: Project Site Matrix	Yes	Yes	Excel
Form 5: Participant Plan	Yes	Yes	Excel
Form 6: Workplan	Yes	Yes	Excel
Form 7: Budget Summary			Excel
Form 8: Budget Narrative	Yes	Yes	Excel
Form 9: Contracts	Yes	Yes	Excel
Form 10: Worker's Compensation Certificate	Yes	Yes	PDF
Form 11: Contractor Certification Clause CCC042017	Yes	Yes	PDF
Form 12: Dafur Contracting Act Certification	If Applicable	Yes	PDF
Form 13: Bidder Declaration	Yes	Yes	PDF
MOUs/Partnership Agreement Letters/Letters of Commitment <i>Sample Agreement/MOU on page 34 of this RFA</i>	No	No	PDF
Proof of Registration with the California Secretary	If Applicable	No	PDF

Form	Required	Template	Format
of State's Office			

Application Forms

The completed application forms above must be included with your response. These forms can be downloaded on the CWDB's website. Please note this link is hidden and available to invite-only applicants through the closed application process.

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.

Scoring Criteria

Technical Review Guidelines

Mandatory Criteria	
<p>1. Eligible Applicants:</p> <ul style="list-style-type: none"> <input type="checkbox"/> HRCC: SB1 Fiscal Agent <input type="checkbox"/> BTC, Central Labor Council, or Other Labor Organization* <input type="checkbox"/> Local Workforce Development Board* <input type="checkbox"/> Community Based Organization or Non-Profit* <input type="checkbox"/> Organization Representing Multiple JATCs* <p>*Note: If applicant is <u>not</u> the existing HRCC: SB1 Program Fiscal Agent, then the applicant must obtain a signed letter from the existing HRCC: SB1 Program Fiscal Agent and all local Building Trades Councils represented in the region providing authorization to apply on behalf of the region. This signed letter/letters must be included with application submission.</p>	<input type="checkbox"/>
2. Required forms are included in application and in required format.	<input type="checkbox"/>
3. Application content is complete, responsive, and not missing information.	<input type="checkbox"/>

Application Evaluation Scoring Rubric: Developing a High Road Training Partnership

Section	Evaluation Criteria	Points
Program Framework	<ul style="list-style-type: none"> Describe how region’s HRCC partnership will use this investment to strengthen structured pathways from pre-apprenticeship to employment in the building and construction trades. Describe program and partnership capacity that currently exists. Include information on existing programs and partnerships along with successful elements to be scaled and/or replicated. Describe how the partnership will promote, advocate, and prioritize policies and workforce agreements that will ensure a demand for apprentices. 	25
Partnerships & Fiscal Agent Responsibilities	<ul style="list-style-type: none"> What changes have been made to region’s HRCC partnership since submitting its application for HRCC: SB1 funding? If applicable, include information on any new organizations/individuals who have joined or will be joining the partnership along with their roles and responsibilities. How will the newly proposed goals and outcomes for this grant program support the existing and ongoing HRCC: SB1 Program throughout the grant term to ensure alignment and coordination for your region? How will the Fiscal Agent convene, prioritize, and engage with partners throughout the grant period to deliver project goals and ensure all relevant information is reported back to the CWDB in a timely manner with buy-in from core partners? <p>Only applies to applicants that are <u>not</u> the HRCC: SB1 Fiscal Agent</p> <ul style="list-style-type: none"> How did the region come to the decision to not utilize the same Fiscal Agent for both grant programs and what was the reasoning. Highlight your experience in managing state and/or federally funded grants and organizing/coordinating across systems and organizations. 	15
Greenhouse Gas Reduction Fund Requirements	<p>Facilitating Greenhouse Gas Reductions</p> <ul style="list-style-type: none"> Describe the project and partnership’s goals, strategies, activities, and intended outcomes in facilitating greenhouse gas emission reductions. How will the partnership achieve these goals? 	25

Section	Evaluation Criteria	Points
	<p>Benefitting Priority Populations</p> <ul style="list-style-type: none"> • Identify the Priority Population(s) being targeted by your project. • Describe capacity and strategy to target, engage, and support the Priority Populations identified by your project. Provide details on the roles and responsibilities of key partners with expertise as appropriate. <p>Maximizing Co-Benefits</p> <ul style="list-style-type: none"> • What economic, environmental, and/or public health co-benefits will the project deliver? • How will the project and partnership address and deliver the expected co-benefits identified above? • When will the co-benefits(s) identified above be achieved and realized by the project? How long will the co-benefits be sustained? 	
Participant & Program Delivery	<ul style="list-style-type: none"> • Outside of the Priority Population(s) required under this grant, what other target populations' does your region intend to serve (women, disconnected youth, formerly incarcerated individuals, etc.)? Identify and provide definitions for each population identified. • How many project sites will be operating and serving participants within your region under this grant? Summarize core partners, services being provided, and areas/counties covered. 	25
Budget	<ul style="list-style-type: none"> • Is Form 7: Budget Summary completed accurately? Are Admin, In-House, and Contracted costs allocated separately and correctly? Does it mirror Form 8: Budget Detail and Form 9: Contracts? • Is Form 8: Budget Narrative completed accurately and with sufficient detail (breakdown of all costs within a line item and thorough descriptions captured under "Narrative Details")? Does it mirror Form 7: Budget Summary? • Is Form 9: Contracts completed accurately? Does it mirror Form 7: Budget Summary & Form 8: Budget Detail? • Are costs allowable and reasonable, supporting the HRCC framework and project goals? 	10
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, reasonableness of funding request, 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.

The CWDB reserves the right to adjust the total number, duration, and amount of each grant award.

Requests for Additional Information

The CWDB may request additional information during the review process (prior to award announcements). Requests for additional information occur in situations where mandatory criteria and requirements have been met, but further clarification or elaboration is needed before making an official award. The CWDB will do this based on availability of remaining funds and will be determined based on highest to lowest scores. Projects that submit complete and thorough applications where additional information and clarification is not needed will be given priority in the award process.

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 3:00PM Pacific Time on February 9, 2021;
- Incomplete or fails to meet the RFA specifications and/or basic application requirements;
- 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.

Appeal

If the applicant disputes an action of the CWDB, the applicant may appeal to the State Board's Executive Director or designee. Such appeals shall be filed within 7 calendar days of the notification from applicant 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 State Board's Executive Director will review the correspondence and related documentation, and render a decision of the appeal within calendar days, except in those cases where the applicant withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the applicant and the Executive Director.

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.

Section 5: Appendices

The Appendices in this section contain examples, explanations, and concepts of standard contracting language and templates that will be included in the contract if awarded.

Appendix A – Sample Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES			
STANDARD AGREEMENT		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if Applicable)
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/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 (Continued)

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. 62330.
2. The project representatives during the term of this agreement will be:

State Agency

Contractor

California Workforce Development Board
ATTN: Emily Sunahara
800 Capitol Mall, Suite 1022
Sacramento, CA 95814
Emily.Sunahara@cwdb.ca.gov

Appendix A – Sample Standard Agreement (Continued)

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 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: HRCC Program Team
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to CWDB claim actual expenditures for eligible project costs under Form 7: Budget Summary and Form 8: Budget Narrative. The Grantee shall, upon demand, remit to CWDB 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 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, the CWDB 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

Refer to Form 7: Budget Summary in exhibit workbook for template of what will appear in contract. Screenshot below:

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

Form 8: Budget Narrative of Sample Standard Agreement

Refer to Form 8: Budget Narrative in exhibit workbook for template of what will appear in contract.

Appendix A – Sample Standard Agreement (Continued)

Exhibit D – Special Terms and Conditions of Sample Standard Agreement

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the 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 the 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 the 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 the CWDB 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 the CWDB with regard to the performance of this agreement.

8. Data Requests

Contractor shall cooperate with the CWDB 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 the CWDB, which is attached to and made a part of this Agreement. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the CWDB 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 the CWDB.

13. Grantee shall cooperate with the CWDB 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 CWDB may request additional information regarding a consultant’s economic interests. If the additional information is not provided to the satisfaction of the CWDB, 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. For specific guidance on allowable costs during the solicitation process contact HRCC@cwdb.ca.gov.

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 will contact the contractor to assist in resolving any issues.

A sample SCI is located on page 45 of this RFA. An electronic version of the SCI form will be provided prior to the start of the grant term.

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

- Use your Form 7 Budget Summary 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 CWDB 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 – Sample 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-House	
2	Staff Travel			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
3 Operating Expenses								
	- Facilities Rent			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
	- Office Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
	Communication			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
	- Other (Describe)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
4 Equipment Purchases & Furniture								
	- Purchases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
	- Leases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
5	Instructional Materials and Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
6	Tuition Payments/ Vouchers			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
7	Training Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
8	Work Experience Wages (WEX)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
9	Supportive Services			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
10	Indirect Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
11	Other Program Services			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-House	
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>								