



Regional Equity and Recovery Partnerships

Supporting Regional Workforce Development Board and
Community College Consortia Partnerships

Request for Applications

#76054

February 2022

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Section One: Overview

Introduction

The Labor and Workforce Development Agency (LWDA) and the California Workforce Development Board (CWDB) are pleased to announce \$24,050,000 in competitive grants to fund Regional Equity and Recovery Partnerships (RERP) between Local Workforce Development Boards and Community College Regional Consortia.

RERP represents an acceleration and deepening of the existing Regional Plan Implementation efforts and will support and invest in partnerships attempting to add high road approaches to existing sector strategies and career pathway programs. “High Road” is a set of economic and workforce development strategies to achieve economic growth, economic equity, shared prosperity, and a clean environment. The strategies include, but are not limited to interventions that:

- Improve job quality and job access, including for women and people from underserved and underrepresented populations.
- Meet the skill and profitability needs of employers.
- Meet the economic, social, and environmental needs of the community.

The RERP seeks to enhance and expand existing cross-system planning of regionally organized workforce development boards in the [15 Regional Planning Units \(RPU\)](#) established in the [California 2020-2023 Unified Strategic Workforce Development Plan](#) and the [7 Regional Consortia](#) of Career Education faculty and administrators representing California’s 10 Community College regions. It builds on the regional planning identified in the Governor’s 2020-2023 Unified Strategic Workforce Development Plan, the regional plans developed by California’s 15 RPUs, and [Strong Workforce](#) Program Career and Technical Education plans developed by the [Community College Regional Consortia](#) and will provide funding to implement partnerships to serve 2,500 individuals statewide over three years.

Building upon existing regional and industry planning efforts, successful RERP projects will identify quality jobs in the region and build pathways to those jobs in close partnership with community colleges, multiple employers, and other stakeholders in the target industries. Service strategies will include strategies that prepare individuals from disadvantaged communities and those most impacted by the economic shock of COVID to successfully enter and complete training and enter good quality jobs in target industry sectors. Service strategies include:

- Regional organizing and coordination of partnerships between workforce boards, community colleges, employers, and the workforce system to build pathways to jobs in target industries described in the regional plans.
- Short-term targeted education interventions to increase workforce preparation, including English language, basic adult education skills, digital literacy, or certifications leading to successful entry into or participation in training.

- Opportunities for earn and learn training strategies, including apprenticeship, on-the-job training, paid internships, and/or work experience.
- Attainment of Industry-valued credentials and certificates for jobs in targeted industry sectors.
- Counseling and mentoring, supportive services, and/or income supports.
- Job placement activities.

Projects should focus on successfully leveraging and integrating community college priorities such as industry-valued credentials, digital literacy, dual enrollment, credit for prior learning, and work-based learning, with workforce development priorities of economic recovery, racial justice, and equity, and digital access and literacy.

Background

Since 2014 the CWDB and local Workforce Development Boards (LWDB) have championed efforts to accelerate income mobility through regional collaboration. Starting with Slingshot funding, Local Workforce Development Boards (LWDB) have developed regions to work with industry, education, labor, workforce development, and economic development leaders to identify and solve regional employment challenges and have continued under Regional Plan Implementation funding to support system alignment, partnership building, employer engagement, sector strategies, and development of service strategies focusing serving individuals with barriers to employment.

The RERP funds will provide funding to expand and implement the partnerships and service strategies designed in the Slingshot and Regional Plan Implementation efforts to train 2,500 individuals with barriers to employment over the three-year grant term and incorporate the following elements of California’s High Road approach:

- **Industry Led Problem Solving** - Industry leadership changes training from something that increases a participant’s chances of getting a job to training that is designed explicitly to help participants get and keep identified and available jobs. Successful partnerships start with the jobs and have a plan to fill actual jobs needed by actual employers in their region.
- **Partnership** – Industry leaders (employers and workers and, where relevant, their unions) jointly and explicitly agree to collaborate in a sustained and formal way, providing the backbone for ongoing problem solving and coordination with workforce and economic development entities, education, community-based groups, and other stakeholders.
- **Worker Wisdom is incorporated throughout Partnership Efforts** – Partnerships include innovative ways of incorporating worker voice into training strategies and tactics to fully understand industry workforce needs, develop and implement job training, and evaluate and celebrate success.

RERP Objectives and Activities:

The objectives for the RERP application focus on:

- Strengthening and expanding regional industry partnerships between Workforce Boards, community colleges, industry, America’s Job Centers of California (AJCC), workforce system partners, and organized labor (including in regions/industry sectors where workers are represented by unions).
- Equity, job quality, income mobility, and industry-led regional partnerships focused on a skills infrastructure that builds more robust and resilient regional economies.
- Training for target populations that achieve higher rates of employment in jobs with career and income mobility.
- Integration of community college priorities, per AB 132 section 87(c), shall focus on integrating community college priorities into programs identified and developed by regional equity and recovery partnerships, including, but not limited to, awarding credit for prior learning, creating work-based learning opportunities, providing academic and career supports, and providing an on-ramp to credit pathways that lead to industry-valued credentials or degrees, industry-valued credentials, digital literacy, with workforce development priorities of economic recovery, racial justice and equity.

RERP activities include:

- Regional organizing and coordination of partnership between workforce boards, community colleges, employers, labor, and other stakeholders to build pathways for jobs in target industries described in regional plans, and may include funding intermediary(ies) to grow RERP projects into high road training partnerships.
- Service strategies that prepare target populations to successfully enter and complete training and retain good quality jobs in the target industry sectors, including:
 - short-term targeted education interventions to increase workforce preparation,
 - English language instruction,
 - Adult basic education,
 - Digital literacy, or
 - Certifications leading to successful entry into, or participation in, training.
- Attainment of Industry-valued credentials and certificates for jobs in targeted industry sectors and/or high road training partnerships.
- Earn and learn training strategies, including apprenticeship, on-the-job training, paid internships, and/or work experience.
- Counseling, case management, mentoring, and follow-up.
- Supportive services and/or income supports.
- Job placement activities in quality jobs.

Regional Organizers

Applicants must include the staffing costs for one Regional Organizer (RO) in their application

and identify which Local Board will staff the RO. The RO will assist Local Board Directors within the RPU in identifying and enhancing partnerships with industry, education, and workforce development. The ROs will be responsible to gather all information for the quarterly narrative reports (including CalJOBS reports) and submit one regional quarter report on behalf of the RPU to the CWDB. ROs maintain ongoing collaborations to accomplish regional plan goals and enhance communication between LWDBs, colleges, regional consortia, and the state. The CWDB Statewide Partnerships Team will work with ROs to provide support and engage in problem-solving and capacity building.

Leveraged Costs

RERP Partnerships are expected to leverage funds from a variety of sources (California Community College Strong Workforce Program, California Adult Education Program, WIOA, and/ or foundation funding). Successful applicants will leverage and integrate community college priorities such as industry-valued credentials, digital literacy, credit for prior learning, or work-based learning with workforce development priorities of economic recovery, racial justice and equity, and digital literacy.

Workbook Exhibit 6, Partners Roles and Responsibilities should include descriptions of leveraged funding and activities provided by all partners.

Target Populations

Applications must include a description of the target populations to be served (Workbook Exhibit 3: Target Populations). RERP RPI applicants should prioritize at least one of the following Target Populations to be served:

- **English Language Learners¹:** An English Language Learner (ELL) is defined as a person who has limited ability in speaking, reading, writing, or understanding the English language and (a) his or her native language is a language other than English, or (b) he or she lives in a family or community environment where a language other than English is the dominant language.
- **Homeless and Housing Insecure²:** A homeless and/or housing insecure individual lacks a fixed, regular, and adequate nighttime residence; has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements; is an unaccompanied or migratory youth; and/or is fleeing domestic violence or life-threatening conditions in the individual's current housing situation.
- **Immigrants³:** An immigrant is defined as a citizen and national of the United States (U.S.); a lawfully admitted permanent resident; a refugee; an asylee; a parolee; an eligible migrant

¹ WIOA Public Law 113-128, Section 203(7)(a) and (b)

² 42 U.S.C. Section 11302 103(a) and (b)

³ WIOA Public Law 113-128, Sections 167(1) and 188(a)5

or seasonal farmworker; or another immigrant authorized by the attorney general to work in the U.S.

- **Justice-involved Individuals**⁴: A justice-involved individual is defined as an adult or juvenile (a) who is or has been subject to any stage of the criminal justice process, and for whom services may be beneficial, or (b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- **People with Disabilities**⁵: People with Disabilities (PWD) is an individual who identifies as a person with a physical or mental impairment that substantially limits one or more major life activities of such individual, has a record of such impairment, or is regarded as having such an impairment.
- **Veterans**⁶: A veteran is a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable. The eligible participants in this program are veterans in at least one of the following priority groups. Each group is different and has characteristics; however, individual veteran participants can belong to more than one group.
- **Youth**⁷: For the purposes of this RFA, a youth is an individual that meets the criteria for WIOA eligible out-of-school youth ages 18-24.
- **First-generation college students**: a first-generation college student as one for whom no parent or guardian has earned more than a high school diploma or ever attended college.⁸
- **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. The map of SB 535 disadvantaged communities can be found on the CalEPA's [Office of Environmental Health Hazard Assessment \(OEHHA\)](#) website.
- **Low-income communities (LICs)**: are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's (HCD) State Income Limits adopted pursuant to [California Health and Safety Code, Section 50093](#).
- **Low-income households (LIHs)**: are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's (HCD) State Income Limits adopted pursuant to Section 50093.
- **Dislocated Workers**: are individuals who have been terminated or laid off, or has received a notice of termination or layoff; is eligible for or has exhausted entitlement to unemployment compensation; were self-employed (including employment as a farmer, a rancher, or a fisherman) but unemployed as a result of general economic conditions in the

⁴ WIOA Public Law 113-128, Section 3(38)(a) and (b)

⁵ 42 U.S.C. Section 12102 1(a)(b)(c)

⁶ 38 U.S.C. Section 101

⁷ WIOA Public Law 113-128, Section 129(a)(1)(B)

⁸ https://datamart.cccco.edu/App_Doc/Scorecard_Data_Mart_Specs.pdf

community in which the individual resides or because of natural disasters, or is long term unemployed and unlikely to return to a previous industry or occupation;

Projects must serve at least one of the target populations listed above. Individuals may fall in more than one target population (Example: someone can be both homeless/housing insecure and a veteran and would be tracked as both). It is the responsibility of the Awardee/Contractor to thoroughly screen and determine that an individual meets the selected target population definition. The Awardee/Contractor should be able to provide documentation showing how the individual was vetted and meets the criteria.

RERP Outcomes

Each region must set a goal and report on:

- Targeted Industries and Occupations
- Total number of individuals to be served and demographics of target population
- Total number of individuals served that enroll in higher education
- Employment – Percent of individuals served that will enter employment
- Training Related Employment – Percent of individuals served that will attain employment related to training
- Wages of individuals that enter employment
- Credentials/ certificates awarded – Percent of individuals enrolled in higher education that attain credentials or certificates

The CWDB wishes to ensure that individuals, employers, educators, and training providers have access to the most complete, current, and beneficial information about providers, programs credentials, and competencies supported with these public funds. As such, in addition to the data reporting requirements listed above all information related to the credentials awarded must be made publicly available using linked open data formats that support full transparency. The information required to be reported includes but is not limited to diplomas, badges, certificates, certifications, apprenticeships, licenses, and degrees of all levels and types) and competencies (knowledge, skills, and abilities). Examples include course listings on Community College or Local Board websites or use of products like Credential Engine.

- A third-party evaluator will be funded to conduct an evaluation of the RERP, and all grantees will be expected to work with the evaluation team to identify promising practices, successful strategies and lessons learned.
- RERP Evaluator will work with regions to assess and report on progress made on the following Regional Indicators of Coordination and Alignment:
 - Region has a process to communicate industry (demand-side) workforce needs to workforce system (supply-side) partners
 - Region has policies supporting equity, job quality, and the improvement of job quality
 - Region has a shared target populations of emphasis

- Region shares/pools resources to provide services, supports, training, and education to meet target population needs
- As a part this RFA, CWDB is running a pilot to allow multiple sub-regional fiscal agents in RPUs that have five or more Local Boards. The RERP Evaluator will evaluate administrative efficiencies of this funding model to determine if allowing direct funding will alleviate administrative burden and increase focus on regional cooperation and high road principles.

Eligible Applicants

- Eligible applicant must be a local workforce development board that represents the workforce boards and other workforce stakeholders collaborating within an RPU. The Applicant will also act as the fiscal agent for the partnership.
- The application must identify the collaborating community colleges in a CCCCCO region.
- There are two options for applying:
 - RPUs with less than five Local Boards must submit only one application, on behalf of the partnership, and identify a single Lead Fiscal Agent (the Applicant), who will receive the funds for the RPU. The Lead Fiscal Agent will be responsible to distribute funds to partner Local Boards.
 - RPUS with more than five Local Boards must submit only one application, on behalf of the partnership, but has the option to include up to three (3) sub-regional Fiscal Agents in the application, and each Fiscal Agent will be directly funded.
 - Fiscal Agents can only be Local Boards.
 - This will be a joint application by the Fiscal Agent(s) but each Fiscal Agent will enter into a contract with the CWDB with their own set of exhibits.
 - The application must identify which Local Board is staffing the Regional Organizer.
 - An exhibit workbook will be required from each Fiscal Agent identified in **Form 1, Project Narrative**.
 - This application option will be a pilot and will be evaluated to assess the value of removing administrative burdens at the regional level resulting in an increase in instituting high road principles in projects.
- The application can include multiple projects within the RPU. If there are multiple projects, then the project narrative and exhibits must clearly explain each project and include partner roles and responsibilities. Each project needs to be listed on **Form 1, Project Narrative** of the application by site number and those site numbers need to be used throughout the application. For RPUs with sub-regional Fiscal Agents, site numbers should be accompanied by the Fiscal Agent Board. For example, XXX WDB, Site 1.

Section Two: Reporting to the State

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 RERP Outcomes section of this RFA on a quarterly basis. Required reporting on project partnership, and participant data along with reporting dates will be determined prior to grant implementation. They will be shared with grantees prior to the start of the grant term.

For RPU's that have more than five Local Boards – the RO will be responsible to gather all needed information and data to submit one regional quarterly report packet to the CWDB.

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 Lead Fiscal Agent or sub-regional Fiscal Agents, applying on behalf of the partnership can contract out 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 exhibits. The CWDB Policy Team will issue 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.

CWDB Regional Support

The CWDB Statewide Partnerships Team will work with RERP projects and Technical Assistance (TA) providers to provide support and engage in problem solving and capacity building.

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.

The CWDB will compensate the Contractor for services satisfactorily rendered and upon receipt and approval of the invoices, in accordance with the approved Budget Summary. The total invoiced amount shall not exceed the award amount. The 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. 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.

Section Three: Funding, Awards and Number of Participants Served Requirements

Funding

Funding under this RFA will be provided through the California General Funds RERP 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, including allocating additional funds above the requested amounts.

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.

Two options to apply:

For RPUs with less than five Local Boards - 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 Exhibit 9: Contracts.

For RPUs with more than five Local Boards – If a decision is made to have multiple sub-regional Fiscal Agents who are directly funded by the CWDB, then an exhibit workbook must be submitted by each Fiscal Agent, as part of the application packet. All forms in the exhibit workbook must be entirely filled out by each Fiscal Agent with signatures. Each Fiscal Agent will enter into a contract with the CWDB. While funds will be allocated to each Fiscal Agent, the project must remain regional.

Grant Award and Number of Participant Served Requirement

The chart below outlines the amounts being allocated to each RPU and the minimum number participants that must be served. Projected award amounts are based on the number of Local Workforce Development Boards in an RPU and range from \$600,000 to \$4,900,000, and the project duration is intended to be 34 months. A total of 2,500 must be served with the RERP funds, so CWDB has based the number to be served by an average cost of \$9,500 per participant. The RPU has the option to serve more and adjust the cost per participant but must serve the minimum amount in the chart below.

The CWDB retains authority to increase or decrease the final award based on the evaluation of the application response and scores. The application needs to provide a sufficient response on all criteria being requested.

RPU	Projected Award	Participants to be served
Bay Peninsula	\$ 1,500,000	158
Capital	\$ 1,500,000	158
East Bay	\$ 1,500,000	158
Inland Empire	\$ 1,150,000	121
LA Basin	\$ 4,900,000	516
Middle Sierra	\$ 600,000	63
North Bay	\$ 1,300,000	137
North Coast	\$ 600,000	63
North State	\$ 600,000	63
Northern Central Coast	\$ 1,300,000	137
Orange	\$ 1,300,000	137
San Joaquin	\$ 4,900,000	516
Southern Border	\$ 1,150,000	121
Southern Central Coast	\$ 1,150,000	121
Ventura	\$ 600,000	63

No obligation or commitment of funds will be allowed prior to or beyond the grant term end date. Any grant funds not expended during the grant period will be returned to the State.

Section Four: Significant Dates

Application & Award Timeline

Event	Date*
RFA Release Date	February 15, 2022
Application Workshop / Live Q&A	Application Workshop February 16, 2022
Weekly Q&A Postings	Weekly starting February 18, 2022 Final Q&A posting will be April 15, 2022 Final questions must be submitted by April 12, 2022
Applications Due	April 22, 2022
Award Announcement*	June 1, 2022
Estimated Grant Term*	December 1, 2022 through September 30, 2025

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

Application Workshops

This workshop will provide an overview of the purpose of RERP and the intent and goals outlined within this RFA. This workshop will be followed by a virtual Q&A.

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

Workshop Logistics

[Register for the Application Webinar 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 the Application Workshop and posted on the [CWDB'S Regional Collaboration/Regional Plan Implementation webpage](#). Emailed questions must be sent to RERPInfo@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 RERPInfo@cwdb.ca.gov. Cumulative

questions and answers will be posted on the [CWDB'S Regional Collaboration/Regional Plan Implementation webpage](#) on a weekly basis (posted each Friday) until March 25, 2022 (questions must be submitted by March 22, 2022, 12:00PM Pacific Time).

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

Section Five: Application Submission Instructions

This RFA contains the requirements that applicants 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 Friday, April 22, 2022 at 3:00 PM Pacific Time. Late applications will not be accepted.

Submitting an Application

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

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

“RERP_[Enter RPU]”

Exhibit Format

Application exhibits and 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 Six: 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 and provide responses in Form 1 Project Narrative. The CWDB does not require single or double-spacing in the Narrative, it is up to the applicant's discretion.

For RPUs with more than five Local Boards only - If an RPU with more than five Local Boards chooses to have multiple sub-regional Fiscal Agents, the project is still considered regional and should be outlined in one Form 1, Project Narrative. Only one Form 1, Project Narrative, will be accepted per RPU. Each Fiscal Agent should be identified on Form 1 and each is required to complete an exhibit workbook in its entirety and each needs to be included in the application.

Required Exhibits and Form

The completed application exhibits and forms above must be included with your response and can be downloaded on the CWDB's website.

The Application Documents Guide is included in the Exhibit Workbook, on the Read Me tab, and provides directions on how to complete each document. For questions on the exhibits and forms, contact RERPInfo@cwdb.ca.gov.

When applying:

- For RPUs with less than five Local Boards – one exhibit workbook must be submitted.
- For RPUs with more than five Local Boards – an exhibit workbook must be submitted for each Fiscal Agent that is identified on Form 1, Project Narrative.
- Only one Form 1, Project Narrative, will be accepted per RPU.

Exhibits and Forms	Required	Template	Format
Cover Page	Yes	Yes	PDF – Wet Signature
Form 1: Project Narrative – only one per RPU	Yes	Yes	Word
Exhibit 2: Participant Plan	Yes	Yes	Excel
Exhibit 3: Target Populations	Yes	Yes	Excel
Exhibit 4: Project Site Matrix	Yes	Yes	Excel
Exhibit 5: Work Plan	Yes	Yes	Excel
Exhibit 6: Partner Roles & Responsibilities	Yes	Yes	Excel

Exhibit 7: Budget Summary	Yes	Yes	Excel
Exhibit 8: Budget Narrative	Yes	Yes	Excel
Exhibit 9: Contracts	Yes	Yes	Excel
Form 10: Worker’s Compensation Certificate	Yes	Yes	PDF – Wet Signature
Form 11: Contractor Certification Clause CCC042017	Yes	Yes	PDF – Wet Signature
Form 12: Darfur Contracting Act Certification	If Applicable	Yes	PDF – Wet Signature
Form 13: Bidder Declaration	Yes	Yes	PDF – Wet Signature
Letter identifying the Lead Fiscal Agent (for less than five Local Boards) for the RPU OR identifying sub-regional Fiscal Agents (for more than five Local Boards) for the RPU and signatures from partner Local Boards	Yes	No	PDF with signatures
Proof of Registration with the California Secretary of State’s Office	If Applicable	No	PDF

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

Mandatory Criteria		
1. Eligible Applicants: <input type="checkbox"/> Local Workforce Board/s acting on behalf of RPU		<input type="checkbox"/>
2. Required exhibits and forms are included in application and in required format.		<input type="checkbox"/>
3. Application content is complete, responsive, and not missing information and submitted by deadline.		<input type="checkbox"/>

RERP Project Scoring

Section	Description	Points
Form 1: Project		

Section	Description	Points
<p>Narrative Overview Section</p>	<ol style="list-style-type: none"> 1. Describe the regional problem to be addressed and the vision for success <ul style="list-style-type: none"> • Define the regional geographic scope of the effort. • Describe high road approaches that will be supported in this effort. 2. Describe project goals and provide evidence that the proposed initiative impacts regional employment and income mobility. <ul style="list-style-type: none"> • List target industries and their employment trends • Describe employment and jobs pipeline gaps that will be addressed. 3. Describe the following for the Target Populations: <ul style="list-style-type: none"> • Which populations will be served? • What geographical areas will be covered? • Number of participants your project intends to serve? • Why these populations are being prioritized? 4. Describe the training curricula that will result in industry - recognized credentials. Include outline of curricula, duration of training, and credential to be attained. If more than one (1) community college/workforce development board is proposed in the application, complete one Exhibit 4 and include information for each project site. 5. Describe the outreach, retention and service strategies that will be implemented to assure successful completion of training and attainment/retention of quality jobs. 6. Describe the outcomes achieved (for list below) resulting from the partnership investment. These must also be entered in the Training and Placement sections of Exhibit 2, Participant Plan. <ul style="list-style-type: none"> • Targeted Industries and Occupations. • Total number of individuals to be served and target populations. • Total number of individuals served that enroll in higher education. • Credentials/ certificates awarded – Percent of individuals enrolled in higher education that attain credentials or certificates, 	<p>50 points available</p>

Section	Description	Points
	<ul style="list-style-type: none"> • Employment – Percent of individuals served that will enter employment. • Training Related Employment – Percent of individuals served that will attain employment related to training. • Wages of individuals that enter employment. <p>Exhibits scored/required for this section:</p> <ul style="list-style-type: none"> • Exhibit 2 Participant Plan • Exhibit 3 Target Populations • Exhibit 5 Workplan 	
Partner Roles and Responsibilities Section	<ol style="list-style-type: none"> 1. Describe the regional partnerships involved in the effort and the role of each partner, including: <ul style="list-style-type: none"> • Fiscal Agent (s) • Community colleges • Employers • Organized Labor • AJCCs, Workforce system partners and/or community-based organizations • Other partners 2. Describe the role of the Regional Organizer (RO) in coordination, communication and reporting for the regional effort. Include how the RO will ensure that regional communication and strategies will occur for the duration of the grant program. 3. Aside from the Fiscal Agent, share the entity/entities responsible for ensuring all program data is captured in CalJOBS in a timely manner. If there are multiple projects within the application, explain for each. <p>Exhibits scored/required for this section:</p> <ul style="list-style-type: none"> • Exhibit 4 Project Site Matrix (required if more than one community college partnership) • Exhibit 6 Partners Roles & Responsibilities • Letter identifying the Local Board(s) to act as Fiscal Agent on behalf of the RPU. Signatures from partner boards must be included. 	35 points available
Budget Section	Complete Budget Exhibits 7, 8, and 9. Applicants must provide detailed budget information and include requested amount.	15 points available

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. Only one award will be given to each of the 15 RPU's in California.

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, including allocating additional funds above the requested amounts.

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 any time after Friday, April 22, 2022 at 3:00 PM;
- 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 Seven: 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		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.</i> <i>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			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)		

Sample Standard Agreement (Continued)

Exhibit A - Scope of Work

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. 76054.
2. The project representatives during the term of this agreement will be:

State Agency

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

Contractor

Exhibit B – Budget Details 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 Workbook Exhibit 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: RERP 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 Workbook Exhibit 7: Budget Summary and Workbook Exhibit 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.

C. California Prompt Payment Clause

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

D. 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.

Workbook Exhibit 7: Budget Summary of Sample Standard Agreement

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

**Regional Equity and Recovery Partnerships
Exhibit 7: Budget Summary**

FFA #62330

Fiscal Agent:															
Regional Planning Unit:															
Project Name:															
Budget Line Item	Admin* (10% Cap)	Program	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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
2	Staff Travel	\$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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
	Office Supplies	\$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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
	Other	\$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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
	Leases	\$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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
6	Tuition Payments/Vouchers	\$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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
8	Work Experience Wages - WEX	\$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	<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	<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind								
12	Contractual Services	\$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									
		<table border="1" style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Total Cost</td> </tr> <tr> <td>Admin & Indirect Costs Total*</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td>Program Total</td> <td style="text-align: center;">\$0.00</td> </tr> <tr> <td>Grant Budget Total</td> <td style="text-align: center;">\$0.00</td> </tr> </table>							Total Cost	Admin & Indirect Costs Total*	\$0.00	Program Total	\$0.00	Grant Budget Total	\$0.00
	Total Cost														
Admin & Indirect Costs Total*	\$0.00														
Program Total	\$0.00														
Grant Budget Total	\$0.00														

Workbook Exhibit 8: Budget Narrative of Sample Standard Agreement

Regional Equity and Recovery
Partnerships
Exhibit 8: Budget Narrative

FFA #62330

Fiscal Agent:	
Regional Planning Unit:	
Project Name:	

1. Staff Salaries and Benefits				
Job Titles of Staff; Roles and Responsibilities	Salaries (FTE x Monthly Salary x Months Allocated to Project)	Benefit %	Total Benefits (Salaries x Benefit %)	Total Salaries (Salaries + Benefits)
EXAMPLE-DO NOT INCLUDE IN CALCULATIONS				
Case Manager- coordinates services and supports for H RTP participants linking them to training and appropriate placement	\$32,400.00	24%	\$7,776.00	\$40,176.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Subtotal				\$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
12. Contractual Services				\$0.00
Total Budget Amount of Awarded Fund:				\$0.00

Exhibit C – General Terms and Conditions

General Terms and Conditions are incorporated by reference and made part of the agreement as if attached. The documents can be viewed at:

www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

Exhibit D – Special Terms and Conditions

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. 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. Date 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.

- A. 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.
- B. 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.
- C. 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.

9. 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.

10. Grantee shall cooperate with the CWDB with regard to the performance of this agreement.

11. 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.

12. 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.

13. 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 & C – Intentionally Omitted

Appendix D – Allowable Expenditures Guidance

Allowable Activities

Allowable costs must meet four primary criteria:

1. Substantiate that the cost was necessary and reasonable for proper and effective administration of all allocations;
2. The cost must be justifiable;
3. The cost must be allocable to the funding sources activities; and
4. 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 four 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.

When do I need to submit a Purchase Justification Form?

It is not necessary to include a Purchase Justification Form with the grant application. During the review process if CWDB staff find that there is a purchase of a single item or a group of items to serve the same purpose that exceeds \$2,500, the grantee will be asked to submit a Purchase Justification Form for review and approval. This applies to any future contract amendments where purchases fall under this description.

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

The intent of the RFA must be followed, the cost must be necessary, reasonable, allocable, justifiable 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 RERPIInfo@cwdb.ca.gov.

Appendix E – Service Cash Invoice

The Service Cash Invoice (SCI) template (Appendix E, Workbook Exhibit C) 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 in Workbook Exhibit C 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 Workbook Exhibit 7 Budget Summary. It is also in the same sequence as listed on the Workbook Exhibit 7 Budget Summary. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures:

- Use your Workbook Exhibit 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.

Workbook Exhibit C – Sample Service Cash Invoice

Date of Request							For State Use		
Invoice Number									
Invoice Period									
Contract Number									
Grantee Name									
Full Address							Phone Number		
Invoice Contact							Email Address		
Line Items	Admin*	In-House	Contracted	Monthly Expenditures	Cumulative Expenditures	Monthly Leveraged Expenditures	Type of Leverage Funding	Cumulative Leveraged Expenditures	
1	Staff Salaries & Fringe Benefits			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
2	Staff Travel			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
3 Operating Expenses									
	- Facilities Rent			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	- Office Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	Communication			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	- Other (Describe)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
4 Equipment Purchases & Furniture									
	- Purchases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
	- Leases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
5	Instructional Materials and Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
6	Tuition Payments/ Vouchers			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
7	Training Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind		
8	Work Experience 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>									