NOTICE OF AVAILABILITY OF FUNDS

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

Equal Representation in Construction Apprenticeships (ERiCA) Grant

Program Year (PY) 2025-2027

Solicitation for Proposals (SFP)



To be released by January 13, 2025 Amended February 7, 2025

This publication is issued by the Department of Industrial Relations as part of the Equal Representation in Construction Apprenticeships (ERiCA) award totaling up to \$13,000,000 over a two-year period.

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1. Introduction

The California Department of Industrial Relations (DIR) through its Division of Apprenticeship Standards (DAS) announces the availability of \$13,000,000 in funds for the Equal Representation in Construction Apprenticeship (ERiCA) Grant Program Year 2025-27 (PY 25-27). The grant performance period is expected to be June 30, 2025 - June 30, 2027. This is the second round of the ERiCA grant. With the successful implementation of the first round of the grant, the DAS will continue its efforts to expand access to apprenticeship opportunities in construction for populations that are underrepresented.

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

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

2. Background

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

Underrepresented populations include women, non-binary individuals, and other demographic groups such as justice involved, at-risk youth and ethnic minorities in some trades. Improving equity in the trades will also help address the growing gap in the labor force due to record levels of upcoming retirements of skilled tradespeople. Jobs in the trades provide a chance for meaningful work with higher wages; workers in a skilled trade can expect to earn more than 20 percent more than wages in other industries.

By exploring ways to reach out to and recruit underrepresented populations and by providing supportive resources for childcare along with training to improve worksite culture, this grant seeks to improve access to training and employment opportunities for underrepresented populations in construction trades across all communities throughout the state. In this second round of the grant, the DAS also hopes to increase retention of apprentices and trained workers by looking for ways to create a more inclusive workforce culture that can better accept less traditional construction workers with varying backgrounds. The funding for these grants comes from CA General Fund in the annual budget bill which allocated \$15 million in fiscal year 2024-2025. In addition, SB 191 from 2022-2023 established a Women in Construction Priority Program within DIR, with a mandate to assist and provide resources to women and non-binary individuals to work in the construction industry. DIR is coordinating multiple divisions and departments to achieve this mandate, and these grants are a part of that overall strategy.

One of goals is to increase targeted outreach directed at underrepresented communities. Another goal of the grant is to increase opportunities for women, nonbinary individuals, and other underrepresented populations to enter construction careers by removing a primary barrier: childcare costs. The DIR also recognizes a need to improve worksite culture to help improve retention of workers that find social barriers to working in construction, a profession that has historically been dominated by a narrow segment of the overall population. The grant funds aim to support projects that also align with Workforce Innovation and Opportunity Act (WIOA) programs and that implement co-enrollment strategies, braid other program funding, provide supportive services, and create onramps to career pathways for California's underrepresented populations.

Underrepresented populations are defined as participants who would be eligible for WIOA Title I funding; Adult, Dislocated Workers and Out-of-School and In-School Youth.

The following are links to further understand these different population categories as defined by WIOA Title I:

- a) Adults
 - i) Workforce Innovation and Opportunity Act (WIOA) Section 3(2)
 - ii) <u>Title 20 Code of Federal Regulations (CFR) 663.110</u>

b) Dislocated Workers

- i) WIOA Section 3(15)
- ii) <u>Title 20 CFR 663.110</u>
- c) Out-Of-School Youth
 - i) <u>WIOA 129(a)(1)(B)</u>
 - ii) <u>Title 20 CFR 681.210</u>
- d) In-School Youth
 - i) <u>WIOA 129(a)(1)(C)</u>
 - ii) <u>Title 20 CFR 681.220</u>

3. Overview

This grant seeks to improve access to training and employment opportunities for underrepresented populations in construction trades across all communities throughout the state, by providing 3 categories of funding:

- a) **Recruitment**: Expanding recruitment efforts to be more inclusive of women and non-binary individuals to better facilitate their entry into construction careers,
- b) Childcare: Supportive resources for childcare and,
- c) **Worksite culture**: mentoring and mental health supports for apprentices and pre-apprentices and training for all on the worksite to better navigate the worksite interactions.

The grants seek to support these underrepresented populations enrolling into and completing construction trades pre-apprenticeships and apprenticeships.

DAS encourages applicants to apply to any or all three grant categories. The Recruitment and Worksite Culture categories are independent and can be applied to individually or together. However, in order to apply for the Childcare category, the applicant must also apply for the Recruitment category. Childcare proposals will only be approved in conjunction with approval of Recruitment category proposals.

Category Descriptions

Recruitment - \$100,000 - \$500,000 grants

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

Activities under this category of funding include:

- Developing recruitment strategies to facilitate the enrollment of women and nonbinary individuals into pre apprenticeship and apprenticeship construction programs;
- Developing more inclusive materials and strategies for career counselors at high schools and community colleges to provide information regarding opportunities for women and non-binary individuals in construction careers;
- Updating website content to be more inclusive of historically underrepresented populations, including but not limited to content more inclusive and reflective of women, non-binary individuals, and underrepresented populations;
- Attendance at women's career fairs, including providing opportunities to use simulators, hand tools, and/or other innovative outreach strategies.
- Facilitating regional networking among women, non-binary individuals, and underrepresented populations in the trades;
- Expanded outreach and networking with contractors and employers to address any concerns around hiring women, non-binary individuals, and underrepresented pre- apprentices;

All entities applying for this category of funding will be required to work in collaboration with the DIR Office of Communications & Media Relations and/or their selected vendor to collaborate on marketing campaigns that are more inclusive of and reflective of women, non-binary individuals and underrepresented populations in the construction workforce. This may include, but is not limited to, providing content such as videos, pictures, text or graphics for marketing campaigns, cross promoting events and opportunities, and social media and event collaboration.

Event Coordination: Grantees should aim to organize or attend at least one in-person and one virtual event per reporting period specifically for tabling or outreach purposes. This includes community events, career fairs, and hosting information sessions aimed at promoting grant objectives and engaging the target population. Events should be free of charge to participants to ensure accessibility and inclusivity.

Event Branding and Promotion: Outreach materials developed from this funding must comply with DIR's departmental brand guide and style guide, as well as any DIR

departmental language glossaries if translating materials to other languages and may be subject to approval by the DIR Office of Communications & Media Relations as determined by DIR. All publications and promotional materials for events, both printed and digital, must prominently display the official DAS logo. All co-marketing efforts featuring the DAS logo, must be submitted to the designated email,

<u>brandguide@dir.ca.gov</u>, for review and approval before distribution or publication. Events promoted online, including on social media, must tag the official DIR social media handles provided below.

- a) Twitter: <u>@CA_DIR</u>
- b) LinkedIn: @californiadir
- c) YouTube: @CaliforniaDIR
- d) Instagram: @ca_dir
- e) Facebook: @CaliforniaDIR

Event Documentation - Grantees should provide photographs for events, capturing key moments, and participant interactions at outreach events, worksites, and training centers. These images should be included in each reporting period and will support DIR/DAS outreach and promotional efforts.

Entities awarded this category of funding must also comply with provisions governing the assignment of rights to any outreach materials to DIR and the State, including affixing appropriate copyright notices and acknowledging the support of DIR and the State.

Childcare - \$200,000 to \$1,500,000 grants

This funding is intended to support participants in Division of Apprenticeship Standards (DAS) registered apprenticeship and pre-apprenticeship programs who have a demonstrated need for childcare services. The funding can be used to support stipends or reimbursements, which are intended to pay for childcare, and/or to cover the cost of childcare coordination or in-house childcare for participants' families. The amount awarded will be calculated based on the number of participants served:

- a) **Pre-apprenticeship:** This funding will go to DAS registered construction preapprenticeship programs that are providing direct support for eligible preapprentices in construction careers. The amount awarded will be calculated as follows:
 - i) \$5,000 per eligible participant served within the grant period in a DAS registered pre-apprenticeship program.

- b) **Apprenticeship:** This funding will go to DAS registered construction apprenticeship programs hiring eligible apprentices. The amount will be calculated as follows:
 - i) \$10,000 per eligible participant served per year in a DAS registered construction apprenticeship program in which the apprentice was active within the grant period.

<u>Eligible participants</u> are those apprentices or pre-apprentices that are parents or legal guardians to children under the age of 13, or to dependent children with disabilities requiring documented specific care needs, and all eligible participants must have a demonstrated need for childcare or specific care needs services. Participants will be asked to provide proof of eligibility and sign a statement of demonstrated need for childcare services.

Proposals under this category of funding must identify how many eligible participants the grant will support. Those awarded will be required to utilize the DAS reporting system to generate reports based on registered apprentices and pre-apprentices, which includes key demographic information including gender, ethnicity and family status (See Section 7.1 for more information.

Grantees may wish to partner with local County Alternative Payment Programs (APP's+) which are funded by the CA Department of Social Services (CDSS) to both administer childcare grants or connect participants to other childcare funding, food & housing or mental health services.

Applicants for Childcare funding MUST also apply for Recruitment funding and provide recruitment/outreach services as outlines in the Recruitment category.

Worksite Culture - \$100,000 to \$500,000 grants

This is a new category of funding focused on improving the worksite culture surrounding construction trades apprenticeships. The focus is on mentoring, community building and mental health supports for apprentices, along with training for apprentices, journey workers, contractors and managers on a worksite to improve the culture of the worksite. Trainings and support should focus on mental health and, anti-harassment and antidiscrimination training similar to what is described in CA Labor Code 3073.9. Eligible activities include:

- a) Recruiting and training mentors to support women, non-binary and other underrepresented populations
- b) Mental health supports for apprentices

- c) Anti-harassment, anti-discrimination and worksite culture training for apprentices, journey-workers, contractors and managers on a worksite.
- d) Template worksite culture norms and processes to offer to employers and programs
- e) Coordinating with public officials at Cal-OSHA and the Labor Commissioner's Office on trainings on workplace health, safety, and wage and hour rights.

Funding from the Worksite Culture category cannot be used to offset the costs of antiharassment or anti-discriminatory trainings that are mandatory under Federal, State or local law. Funded activities must be in addition to or complement required training already in place. Extra consideration will be given to innovative approaches that deal with improving support for underrepresented workers and mitigating cultural biases that exist in the workplace.

4. Goals and Objectives

The goals of this Grant are to:

- a) Provide women, non-binary individuals and underrepresented populations opportunities to train for a construction career with greater access to DAS registered pre-apprenticeships and apprenticeships
- b) Increase awareness among women, non-binary individuals and underrepresented populations of pre-apprenticeship and apprenticeship programs that create an onramp into a career in the building/construction industry
- c) Reduce contractors and employers' concerns regarding hiring women, nonbinary individuals and underrepresented populations among apprentices
- d) Increase the number of women, non-binary individuals and underrepresented populations employed in the construction trades.
- e) Increase the number of women, non-binary individuals and underrepresented populations registered in construction apprenticeships and preapprenticeships by offering supports such as childcare, mental health supports and training.
- f) Improve the worksite culture surrounding construction trades by offering mental health supports and training.
- g) Increase acceptance of women, non-binary individuals and underrepresented populations in the workplace

- h) Create support systems for women, non-binary individuals and underrepresented populations entering the construction trades
- i) Increasing awareness of harassment and discrimination that currently exists in the construction trades

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

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

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

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

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

5. Eligible Applicants

Eligible Grant applicants must have a demonstrated history of operating at least two pre-apprentice or apprentice cohorts focusing on equity and inclusion of underrepresented populations in the building/construction industry over the past four years; or marketed, recruited or advocated for women or non-binary individuals in state registered construction pre-apprenticeship and apprenticeship programs.

All applicants must either be a DAS Registered Apprenticeship or Pre-Apprenticeship program or be in collaboration with one, validated with letters of support.

Eligible entity types:

- a) Non-profits
- b) Community-based Organizations
- c) Local Education Agencies
- d) Workforce Development Boards
- e) Unions
- f) State Registered construction apprenticeship and pre-apprenticeship program sponsors

Entities that received the first round of ERiCA Funding for any category are only eligible for this round of ERiCA Funding if they have passed the annual review as of Dec 31, 2024.

6. Funding

The total funding available through this Grant is \$13,000,000. The funding will be allocated across the three different categories of this grant. DIR reserves the right to change the award amount depending on the quantity and quality of proposals submitted under this SFP. The funds that are provided under this grant award must be expended according to all applicable California statutes, regulations and policies.

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

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

6.1. Performance Period

DIR expects that the performance period for participating grantees funded under this Grant will be from June 2025 to June 30, 2027. No obligation or commitment of funds will be allowed before or beyond the contracted grant period of performance. Any grant funds not expended during the grant agreement period shall be returned to the state no later than June 30, 2027. No extensions will be granted for this funding.

6.2. Payment Schedule

25% of the total grant amount will be paid upon receipt and approval of the first month narrative progress report, which will be due one month after the contracted start date of the grant. Then there will be quarterly reimbursement thereafter contingent upon approved quarterly progress reports and the reimbursement of actual costs, which cannot commence until the contracted start date. The final 25% of expenses must be reported but will not be reimbursed since 25% of the grant was paid after the first month's approved report.

A grant agreement must be executed before grants will be funded. A list of some of the terms and conditions contained in a grant agreement is included as Appendix 1. Grant applicants are encouraged to review Appendix 1 carefully to ensure that they are able to abide by the terms and conditions.

6.3. Allowable Expenses

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

Allowable expenses for **Recruitment** include:

- a) Staffing costs and project management related to the objectives of this grant category
- b) Providing technical assistance to apprenticeship programs that are working to achieve better representation of women, non-binary individuals and underrepresented populations in their program both in terms of sourcing and advancement through the program
- c) Creating new and innovative marketing strategies to recruit more women, nonbinary individuals and underrepresented populations into the trades. Activities could include a hands-on career fairs, which provides opportunities to use simulators, hand tools, etc. or other innovative outreach strategies
- d) Expanding outreach and networking with contractors and employers to address any concern around hiring women, non-binary individuals and underrepresented apprentices
- e) Coordinating with public officials at Cal-OSHA and the Labor Commissioner's Office on trainings on workplace health, safety, and wage and hour rights
- f) Outreach costs, including paid advertising, content production, contracting press relations, flyers and marketing materials for events, website building and updating
- g) Event related costs including registration fees, travel, facilities rental and speaker fees

h) Tools and other demonstration equipment related to the objectives of this grant category

Allowable expenses for Childcare include:

- a) Childcare stipends directly to apprentices or pre-apprentices to cover demonstrated childcare or specific care needs services
- b) All costs associated with onsite day care such as facilities, staffing, childcare supplies, utilities, toys, books.
- c) Daycare or Special Needs Care reimbursement
- d) In home childcare/care costs such as a nanny, babysitter (if there to cover for a parent who is at work vs. recreational reasons), or au pair, or institutional-setting care, such as child daycare or special needs care services by qualified caregivers.
- e) Summer and vacation day camps
- f) Before- and after-school care
- g) Application fees, deposits (etc. requirements for obtaining care, but only if care is subsequently provided)
- h) Enrichment programs and lessons (i.e. music, sport lessons)
- i) Childcare coordinator
- j) Staffing costs and project management related to the objectives of this grant category
- k) Up to a 10% administrative fee to be paid to a local Alternative Payment Program to administer stipends and connect participants with other childcare and human services.

There are 3 models of Childcare: in-house, reimbursement, and stipends. Applicants should indicate which model they plan to utilize.

Model 1: **In-house daycare** - In this model a grantee sets up a childcare center with-in a training center or other centralized area. In this scenario the costs would include all costs associated with an onsite day care such as facilities, staffing, childcare supplies, utilities, toys, books.

Model 2: **Reimbursement** - In this model the program is reimbursing eligible participants for their childcare/care costs. Each of the costs must be validated by a receipt, which should be retained by the grantee in the case of an audit. In this scenario eligible childcare/care costs include the following (all of which must have a receipt):

- a) Daycare or Special Needs Care reimbursement
- b) Summer or vacation day camps
- c) Before- and after-school care as provided by a nanny, babysitter, au pair, or institutional-setting care, such as child daycare or special needs care services by qualified caregivers.
- d) Application fees, deposits (etc. requirements for obtaining care, but only if care is subsequently provided)
- e) Enrichment programs and lessons (i.e. music, sport lessons)

Model 3: **Stipends** – In this scenario, the program is offering eligible participants a stipend to cover childcare/care costs. Since this is likely to be a taxable stipend, there is a broader set of eligible costs, however stipend recipients must all sign an affidavit validating that the stipend is used for eligible childcare/care costs. DAS will provide a template affidavit for this type of model. Eligible childcare/care costs in this scenario include:

- a) Daycare or Special Needs Care reimbursement
- b) In home childcare costs (such as a nanny, babysitter, au pair, family member or institutional-setting care, such as child daycare or special needs care services by qualified caregivers.)
- c) Summer or vacation day camps
- d) Before- and after-school care
- e) Application fees, deposits (etc. requirements for obtaining care, but only if care is subsequently provided)
- f) Enrichment programs and lessons (i.e. music, sport lessons)

Applicants to the Childcare funding may wish to partner with Alternative Payment Programs (APP) which are funded by the CA Department of Social Services (CDSS). DIR encourages applicants that are concerned about administering childcare grants to contact their local APP to discuss potential collaboration. APP's will charge an administration fee (usually 10% of the childcare grants) to administer the program. These fees, not to exceed 10% of the childcare grants, are allowable expenses that may be charged as a line item on the ERiCA grants.

Allowable expenses for Worksite Culture include:

- a) Staffing costs and project management related to the objectives of this grant category
- b) Recruiting and training mentors to support women, non-binary and other underrepresented populations
- c) Mentor stipends
- d) Coordinating regional networking among women, non-binary and underrepresented populations in the trades
- e) Initiating intentional cohorting of women, non-binary and underrepresented populations entering the trades to create a supportive community
- f) Mental health supports for apprentices and pre-apprentices
- g) Anti-harassment, anti-discrimination and worksite culture training for apprentices, journey-workers, contractors and managers on a worksite
- h) Template worksite culture norms and processes to offer to employers and programs
- i) Coordinating with public officials at Cal-OSHA and the Labor Commissioner's Office on trainings on workplace health, safety, and wage and hour rights

Expenses for training and services already mandated under federal, state and local law are NOT allowable.

For all categories of the funding, indirect expenses are limited to 15% of the total award.

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

- a) Costs must meet the following general criteria to be allowable:
 - i) Must be necessary and reasonable for the performance of the grant award, and allocable to the grant award
 - ii) Must be accorded consistent treatment. A cost may not be assigned as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated as an indirect cost
 - iii) Must be adequately documented

- iv) Must be allowable under, or otherwise comply with, grant requirements and grant award terms and conditions
- v) Must be in compliance with applicable state laws and requirements.
- b) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration will be given to:
 - i) Whether the cost is generally recognized as ordinary and necessary for the proper and efficient performance of the grant award
 - ii) The requirements of the grant and the terms and conditions of the grant award
 - iii) Market prices for comparable goods or services for the geographic area
 - iv) Whether the recipient deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the award's cost
- c) A cost is allocable to the grant award if the cost is incurred specifically for the award.
- d) If the cost benefits both award and non-award activities, the proportion that may be approximated using reasonable and properly documented methods may be charged to the grant award if approved by DIR.

Under no circumstances shall these funds be utilized for:

- a) Political Activity
- b) Campaign Activity
- c) Lobbying
- d) Goods or services for personal use of the recipient's or subrecipient's employees
- e) Penalties and fees resulting from violations, alleged violations, or failure to comply with federal, state, tribal, local or foreign laws and regulations
- f) Acquisition of buildings, facilities, or land or to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations of an existing building or facility (including site grading and

improvement, and architecture fees). Building means any permanent structure that is designed or intended for support, enclosure, shelter, or protection of person, animals, or property having a permanent roof that is supported by columns or walls. This also includes costs for construction and constructionrelated materials, which may include, but are not limited to the purchase of building materials such as wood, nails, concrete, asphalt, roofing, gravel, sand, paint, insulation, drywall, or plumbing.

g) Food and beverage

7. Reporting

The first reporting period will be one (1) month into the grant period, at which time grantees must provide a narrative progress towards contracted deliverables.

For the duration of the grant, all grant categories will require quarterly reporting, which will include:

- a) Narrative progress towards contracted deliverables
- b) Fiscal reporting demonstrating use of funds to date
- c) Participant reporting (type of participant reporting will be category dependent)*
 - i) Recruitment- Excel sheet template with basic demographics
 - ii) Childcare DAS system generated ERiCA Report
 - iii) Worksite Culture Excel sheet template with basic demographics

*Note: Reporting methods may change as DIR acquires new grant reporting systems prior to the end of the performance period. DIR will assist grantees in transitioning into using any new systems.

Invoices will <u>not</u> be accepted along with reports. Only after reporting has been approved and validated will an invoice be accepted and paid.

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

7.1. Participant Reporting

Some level of participant reporting will be required for all grant categories, however the structure and detail of that participant reporting will vary depending on the category.

7.1.1. Recruitment Participant Reporting

Proposals for this category of funding will need to articulate the number of participants served and clearly identify the type of outreach/recruitment that will be used with measurable metrics for success. For example, if activities include online media campaigns, then the reporting should include impressions and key demographic information such as gender, ethnicity and family status. If activities are in person events, such as career fairs or networking events, then reporting should include the number of participants served with key demographic information. Grantees should strive to track the number of inquiries received as a result of the aforementioned expanded recruitment activities such as event sign-ups, social media contact forms, and counselor referrals and that tracking should result in participants served lists with the key demographic information.

Key demographic information includes:

- a) Gender
- b) Race or Ethnicity
- c) Family status:
 - i) Number of Children or Dependents
 - ii) Marital Status (married, domestic partnership, single, divorced, widowed)

7.1.2. Childcare Participant Reporting

Recipients of Childcare funding will be required to submit a Participant Report with a cumulative list of all participants that receive any supportive resources for childcare for the full performance of the grant up to the end of that performance period. All registered Apprenticeship and Pre-Apprenticeship programs participating as the lead or partner to a grantee will be required to use the DAS CAS System to generate a participant report based on data input into and generated from the CAS system. Recipients will be provided further support is accessing this report, but it will include the following information on all eligible participants:

- a) Participant Name
- b) Last 4 digits of Social Security Number
- c) Program Name
- d) DAS File Number
- e) Program Type (Apprenticeship, Pre-Apprenticeship)
- f) Occupation
- g) Date of Birth
- h) Gender
- i) Gender Identity (optional)
- j) Sexual Orientation (optional)
- k) Highest Year of Education Completed

- I) Foster Youth (optional)
- m) Homeless Status (optional)
- n) Ethnicity
- o) Veteran (optional)
- p) Disability (optional)
- q) Number of Children or Dependents
 - i) Age of dependent child 1
 - ii) Age of dependent child 2
 - iii) Age of dependent child 3
 - iv) Age of dependent child 4
- r) Marital Status (married, domestic partnership, single, divorced, widowed)
- s) Program Status (Active, cancelled before 1 year, cancelled after 1 year, Completed)
- t) If canceled, provide short notes on reason such as:
 - i) Not interested in construction or that trade
 - ii) Childcare issues
 - iii) Family/domestic emergency
 - iv) Housing challenges
 - v) Harassing or stressful work environment
 - vi) Etc.

7.1.3. Worksite Culture Participant Reporting

Recipients of **Worksite Culture funding** will need to detail the individuals served and supported by any category of allowable activities and provide the following key demographic information regarding the participants served:

- a) Participant Name
- b) Last 4 digits of Social Security Number
- c) Program Name (if an apprentice or pre-apprentice)
- d) DAS File Number (if an apprentice or pre-apprentice)
- e) Program Type (Apprenticeship, Pre-Apprenticeship)
- f) Occupation
- g) Role on the worksite (Apprentice, Pre-Apprentice, Journey worker, Contractor, Manager, Other)
- h) Date of Birth
- i) Gender
- j) Gender Identity (optional)
- k) Sexual Orientation (optional)
- I) Highest Year of Education Completed
- m) Ethnicity
- n) Veteran (optional)
- o) Disability (optional)

Participants served could include those who received:

a) Mental health support services

- b) Any type of training related to worksite culture that is not required by federal, state or local law
- c) Mentorship

Grantees will receive an excel sheet template for participant reporting for Worksite Culture.

8. Grant Clarification and Cost of Developing Proposal

If any ambiguity, conflict, discrepancy, omission, or other error in this Grant is discovered, immediately notify the DIR of the error, and request a written modification or clarification of the document. A clarifying addendum will be public posted on the DIR website, without divulging the source of the request.

Written questions concerning the specifications in this SFP must be submitted by email to <u>DASGrantUnit@dir.ca.gov</u>.

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

9. Timeline

Application Timeline:

- a) January 13, 2025.....SFP Release
- b) January 31, 2025.....Last date to email questions to DIR/DAS
- c) February 13, 2025, 2:00pm PT.....Informational webinar
- d) February 21, 2025Notice of Intent due
- e) February 28, 2025Last date for DIR/DAS to respond to questions
- f) March 12, 2025, 12:00pm PST Proposals Due
- g) June 30, 2025Estimated Project start date

Note - If it becomes necessary to revise this SFP before the due date for proposals, amendments shall be posted publicly to the <u>DIR/DAS website</u> and it is the responsibility of the applicant to look up any updates on the <u>DIR/DAS website</u>.

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

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

Last day to email questions to DIR/DAS at <u>DASGrantUnit@dir.ca.gov</u> is 1:00pm on January 31, 2024. The questions and answers will be compiled and posted on the DAS website.

DIR/DAS will hold an informational webinar for this SFP solicitation via a webinar on February 13, 2025 at 2pm to review application requirements and answer questions regarding this SFP. For meeting information, please send an email request to <u>DASGrantUnit@dir.ca.gov</u>. Attendance at the informational webinar is optional and will not preclude the submission of a proposal.

Note - Deadline for Notice of Intent to Apply. The DIR/DAS can develop a more efficient process for reviewing and evaluating proposals if there is knowledge of the number of entities that intend to apply for funding under this competition. Each potential applicant is strongly encouraged to notify the DIR/DAS of its intent to apply by sending a brief email message with the applicant organization's name and category of funding they intent to submit a proposal for, and this should be emailed to DASGrantUnit@dir.ca.gov with "Intent to Apply" in the email subject line by February 21, 2025. Applicants that do not provide this email notification may still apply for funding.

10. Proposal Instructions

All applications are required to be submitted online using the California Outreach Rapid Deployment (CORD) platform. To begin the application submission process through CORD, please follow the steps outlined below.

- Step 1: Create an account on CORD by visiting www.cordhub.org.
- Step 2: During the registration, provide your business or organizational email address, as well as your first and last name.
- <u>Step 3: Once logged in, navigate to the "Networks" menu and click on "My</u> <u>Applications". Click on "Start New Application" to begin the process.</u>
- <u>Step 4: From the available programs, click on "Apply Now" for the DAS</u> ERICA Grant Program 2025-27.

Every applicant must set up an account with CORD. To apply for the grant, please complete and submit a proposal for each category you are interested in. All

necessary application materials and uploads should be done via the CORD platform.

The CORD platform will guide you through the application process and will ask you to upload the following specific documents (all templates are available on CORD platform).

- Budget Summary
- Budget Narrative
- Standard Form 204
- Additional Letters of Support or MOUs as applicable

All applications must be completed and submitted via the California Outreach Rapid Deployment (CORD) platform by March 12, 2025 at 12:00 pm PST

In order to submit a proposal for the ERiCA Grant, applicants must fill out and submit all required attachments in the designated formats as outlined below and email them to <u>DASGrantUnit@dir.ca.gov</u> by **March 12, 2025, 12:00pm PST**:

- Exhibit A Cover sheet (PDF or Word)
- Exhibit B Project Narrative (PDF or Word)
- Exhibit C Outcomes (PDF or Word)
- Exhibit D Participant Plan (PDF or Word)
- Exhibit E Budget Narrative (PDF or Word)
- Exhibit F Budget Summary (PDF or Word)
- <u>Standard Form 204 PDF</u>
- Letters of Support as applicable PDF

The above forms and templates are provided on the DAS Website https://www.dir.ca.gov/DAS/Grants/ERICA.html

All partners must be validated by submitting **signed Letters of Support** along with the above materials. Additional supporting materials may be provided as indicated in Exhibit B – Project Narrative.

If applying for multiple categories of the grant, a separate proposal package must be submitted for each category of the grant.

All documents must be **emailed to <u>DASGrantUnit@dir.ca.gov</u> by March 12, 2025, 12:00pm PST**. Late submissions will not be accepted.

11. Amendments, Cancellations, and Discussions

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

12. Scoring Rubric

All proposals will be evaluated based on the following areas with the score weighted accordingly:

- a) Fulfills eligibility requirements (5 Points) If 0 on any components within this category, then the whole proposal gets 0 Points.
 - i) Eligible entity type
 - ii) Lead or collaborating with a registered construction Apprenticeship or Pre-Apprenticeship program as validated with a letter of support and DAS File No/Program Name.
 - iii) If former ERiCA Grantee Have they passed their annual review as of December 31, 2024
- b) Demonstrated history of serving under-represented populations in construction (30 Points)
- c) Effective use of funding (20 Points)
- d) Strength of projected outcomes (25 Points)
- e) Feasibility of proposed plan (20 Points)

Appendix 1 – Sample Agreement Terms and Conditions

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

- 1. <u>APPROVAL</u>: This Grant Agreement is of no force or effect until signed by both parties. The Grantee may not invoice for activities performed prior to the commencement date or completed after the termination date of this Grant Agreement.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Grant Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Department of Industrial Relations (DIR) Director, Division of Apprenticeship Standards (DAS) Chief, or authorized designee in the form of a formal written amendment.
- 4. <u>AUDIT</u>: The Grantee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. The Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7, Pub. Contract Code, § 10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: The Grantee agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement.

- 6. <u>DISPUTES</u>: The Grantee must continue with the responsibilities under this Grant Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the DAS Chief, DAS Liaison, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the DAS Chief, DAS Liaison, or designee must meet with the Grantee for the purpose of resolving the dispute.
- 7. <u>SUSPENSION OF PAYMENTS:</u> Grant fund payments under this Grant Agreement may be suspended or terminated if DIR/DAS determines that the Grantee has not complied with the terms of the Grant Agreement.
- 8. <u>TERMINATION FOR CAUSE</u>: DIR/DAS may terminate this Grant Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein provided. The Grantee will have ten (10) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within ten (10) calendar days of receipt of notice, DAS shall reimburse the Grantee for all documented costs incurred up to the date of termination.
- DIR/DAS may take any termination for cause into consideration during evaluation of any grant proposal submitted by the Grantee in the future. Furthermore, any termination for cause may be considered a basis for imposing additional conditions on a grant awarded by DIR/DAS in the future.
- ii. In the event the Grantee commits fraud or makes any misrepresentation during the performance of the grant, DIR/DAS reserves the right to terminate the Grant accordingly, including the right to recapture all funds disbursed to the Grantee. DIR/DAS may also take other action as authorized by law, including but not limited to action under Labor Code sections 3073.1 and 3084.5.
- 9. <u>INDEPENDENT CONTRACTOR</u>: The Grantee, and the agents and employees of the Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of DIR/DAS. The Grantee's obligation to pay its Contractors/Consultants is an independent obligation from DIR/DAS's obligation to make payments to the Grantee. All of the Grantee's Contractors/Consultants shall have the proper licenses/certificates required in their respective disciplines. The Contractors/Consultants shall not affect the Grantee's overall responsibility for the management of the project, and the Grantee shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Grant Agreement.

- 10. <u>GRANTEE'S RESPONSIBILITY FOR WORK</u>: The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the project, including but not limited to payment disputes with contractors, consultants, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 11.<u>NO THIRD PARTY RIGHTS</u>: The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 12. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>: The Grantee agrees that it will, at all times, comply with and require its Contractors/Consultants to comply with all applicable federal, State, and local laws, rules, guidelines, regulations, and requirements during the term of this Grant Agreement including but not limited to all labor and non-discrimination laws. It is the responsibility of the Grantee to know and understand which state, federal, and local laws regulations, and ordinances are applicable to this Grant Agreement and the project. Grantee shall be responsible for observing and complying with all applicable state and federal laws and regulations, and failure to comply may constitute a material breach.
- 13. <u>CONFLICT OF INTEREST</u>: Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 14. <u>NON-DISCRIMINATION CLAUSE</u>: During the performance of this Grant Agreement, the Grantee and its subgrantees shall not deny the Grant Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.
- i. The Grantee must ensure sure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. The Grantee and subgrantees shall comply with the provisions of the Fair

Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

- ii. The Grantee must permit access by representatives of the Civil Rights Department and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.
- iii. The Grantee and its subgrantees shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- iv. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- 15. <u>PUBLICITY AND ACKNOWLEDGMENT</u>: The Grantee agrees that it will acknowledge DIR/DAS's support whenever projects funded, in whole or in part, by this Grant Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material.
- i. The Grantee agrees to notify DIR's Office of Communications & Media Relations at least ten (10) business days before any news releases or public conferences are initiated by the Grantee or its Contractors/Consultants regarding the project described in the Grant Agreement Scope of Work, Budget, or other exhibits. The Grantee further agrees it will collaborate with DIR's Office of Communications & Media Relations with respect to publicity in any news media. Use of DIR's or DAS's logo must be approved by DIR/DAS and comply with DIR's Branding Guide, a copy of which is available upon request from DIR's Office of Communications & Media Relations .
- 16.<u>REPORTING REQUIREMENTS:</u> The Grantee agrees to comply with all reporting requirements specified in Scope of Work or other exhibits, if applicable.
- 17. <u>FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS</u>: The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracking of grant funds to a level of

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

- 18. <u>OWNERSHIP</u>: All information or data received or generated by the Grantee under this Grant Agreement shall become the property of DIR. No information or data received or generated under this Grant Agreement shall be released without DIR approval.
- 19. <u>PERSONALLY IDENTIFIABLE INFORMATION</u>: Personally Identifiable Information: Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this Grant Agreement in perpetuity, and shall not release or publish any such information or data.
- 20. <u>CONFIDENTIALITY</u>: No record which has been designated as confidential by DIR, shall be disclosed by the Grantee. If confidential information is shared by DIR, the Grantee shall be required to execute an agreement that complies with State law or policy, including State Administrative Manual section 5305.8.
- 21.<u>TIMELINESS</u>: Time is of the essence in this Grant Agreement. The Grantee shall proceed with and complete the project in an expeditious manner.
- 22. <u>AVAILABILITY OF FUNDS</u>: DIR's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other additional consideration under this Grant Agreement.
- 23. <u>CLOSEOUT</u>: The Grant Agreement will be closed out after the completion of the project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.
- 24. <u>EVALUATION</u>: The Grantee agrees to participate in an evaluation, if undertaken by the State. If a statewide evaluation takes place, the Grantee will be required to participate in that evaluation by providing requested data and information. For the evaluation, the Grantee must document lessons learned and effective practices ascertained through this project. The Grantee agrees, as a part of the evaluation, to make records available, provide access to program operating personnel and participants, follow evaluation

procedures detailed by the State, and comply with any other reasonable requests to effectuate the purposes of the evaluation.

- 25. <u>GOVERNING LAW</u>: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. DIR and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 26. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Grant Agreement have force and effect and shall not be affected thereby.
- 27. <u>WAIVER OF RIGHTS:</u> Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 28. <u>INTEGRATION</u>: The Grant Agreement, including all its exhibits and any other attachments incorporated into the Grant Agreement by reference, is complete and is the final Agreement between the parties.
- 29. <u>ORDER OF PRECEDENCE</u>: In the event of any inconsistency between the articles, attachments, specifications, or provisions which constitute this grant agreement, the following order of precedence shall apply:
 - Grant Agreement Cover Sheet
 - Grant Terms and Conditions
 - Statement of Work
 - All other attachments incorporated into the Grant Agreement or as otherwise listed on the Grant Agreement cover sheet
- 30. <u>EXCUTIVE ORDER N-6-22 RUSSIA SANCTIONS</u>: On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities,

that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

31. <u>GENAI TECHNOLOGY USE & REPORTING</u>: During the term of the grant, Grantee must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Grantee shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAl use to the State and submit the GenAl Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAl and/or failure to submit the GenAl Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the grant, without additional cost, to incorporate GenAI Special Provisions into the grant at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.