

2021-22 GRANT SOLICITATION

Advanced Technology Demonstration and Pilot Projects: Third-Party Administrator

Mobile Source Control Division
California Air Resources Board
October 3, 2022



California Air Resources Board

Advanced Technology Demonstration and Pilot Projects: Third-Party Administrator

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I. SUMMARY

The California Air Resources Board (CARB or the Board) is soliciting a Grantee to implement and administer the Advanced Technology Demonstration and Pilot Project program (ATDPP or Program) for Fiscal Year (FY) 2021-22 with an option to renew for a new Grant Agreement for each of the following two years for FY 2022-23 and FY 2023-24. On November 19, 2021, the Board approved \$40 million for the Advanced Technology Demonstration and Pilot program for five project categories, including the third-party administrator, for FY 2021-22.

If selected under this Solicitation, the Grantee will be responsible for implementing the projects selected from the FY 2021-22 technical solicitation, to be released soon. The projects to be funded by FY 2021-22 funding will be selected by CARB from the resulting applications from the technical solicitation and those project grant recipients will be called the technical grantees.

The Program is intended to strategically accelerate the advancement of innovative and economically viable technologies into the commercial marketplace while also supporting the State's equity and emission reduction goals. The Program funding helps to achieve these goals by funding projects that help guide development of encouraging technologies and showcase the economic and environmental benefits of the projects. Historically, 99 percent of demonstration and pilot project funds have gone to projects located in disadvantaged communities or to projects that benefit priority populations. A portion of the project funds would be set aside to support the development of the program's implementation manual and administration of technical projects that result from the FY 2021-22 Advanced Demonstration and Pilot Project solicitation. That solicitation may be open for applications during the time this Solicitation application period closes.

The Program will be administered and implemented through a partnership between CARB and the Grantee, selected via this competitive Solicitation. Up to ten percent of the approved amount eligible for the Program may be used for the Program's implementation by the selected third-party administrator (Grantee). Eligible applicants wishing to apply for the role of ATDPP Grantee must submit an application electronically to CARB no later than 5:00 p.m. (Pacific Daylight Time (PDT)) December 16, 2022. More information regarding the application process can be found in Section IX, Application Instructions of this Solicitation.

II. BACKGROUND

There are several key pieces of legislation that provide the overall policy framework and funding to support Advanced Technology Demonstration and Pilot Projects. In 2007, Governor Schwarzenegger signed into law the *California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007* (AB 118, Statutes of 2007, Chapter 750). AB 118 created the Air Quality Improvement Program (AQIP), a voluntary incentive program implemented by CARB, to fund clean vehicle and equipment projects, air quality research, and workforce training.

As required in Health and Safety Code (HSC) Section 44274(a), the Board adopted regulatory guidelines in 2009 for AQIP. The Guidelines for the AB 118 Air Quality Improvement Program (Guidelines) define the overall administrative requirements, policies, and procedures for program implementation based on the framework established in statute.

In 2012, the legislature passed, and Governor Brown signed into law three bills – AB 1532 (Pérez, Chapter 807), SB 535 (de León, Chapter 830), and SB 1018 (Budget and Fiscal Review Committee, Chapter 39s) – that established the Greenhouse Gas Reduction Fund (GGRF) to receive Cap-and-Trade auction proceeds and to provide the framework for how the auction proceeds will be administered to further the purposes of Assembly Bill (AB) 32 (Núñez, Chapter 488, Statutes of 2006). Cap-and-Trade auction proceeds have been appropriated to CARB for Low Carbon Transportation projects that reduce greenhouse gas (GHG) emissions, with an emphasis on investments that benefit the State’s disadvantaged communities. Per statute, these funds must be used to further the purposes of Assembly Bill 32 (AB 32; Núñez, Chapter 488, Statutes of 2006). The Low Carbon Transportation investments build upon and greatly expand existing advanced technology and clean transportation programs, which provide mobile source incentives to reduce criteria pollutant, air toxic, and GHG emissions.

The Board, on November 19, 2021, provided final approval of its annual FY 2021-2022 Funding Plan for Clean Transportation Investments (Funding Plan), and included \$40 million allocated to ATDPP.

III. AVAILABLE FUNDING

Each fiscal year, CARB staff submits a proposed funding plan to the Board for approval that serves as the blueprint for expending GGRF, AQIP, and other funds appropriated to CARB in the State budget for Low Carbon Transportation and related investments. The annual funding plan establishes CARB’s priorities for the funding cycle, describes the projects CARB intends to fund, and sets funding targets for each project. Funding is provided for projects that support evolution through three phases of technology advancement: demonstration, commercialization, and transition to widespread deployment.

For FY 2021-22, the Legislature appropriated \$838 million from the State General Fund and \$595 million from the GGRF for the Low Carbon Transportation Program to continue and build on investments from previous years. The budget appropriation explicitly allocates \$40 million for the Advanced Technology Demonstration and Pilot Project program.

The majority of the program’s funds will be utilized as grants to eligible applicants to support applications for funding that result from the open solicitation for advanced technologies. Five project categories are eligible for the technical solicitation:

- Municipal Green Zones: Zero-emission holistic projects that could be focused on almost any operations within a city, municipality, or group of cities that currently use

combustion technologies in carrying out the duties of the municipality and breaking down barriers to zero-emission vehicle and equipment adoption.

- Resilient Zero-Emission Vessel Charging Project: Deployment of on-site renewable power generation to provide renewable charging or refueling for zero-emission capable commercial harbor craft.
- Modular Zero-Emission Capable Cargo Handling Equipment Demonstration: Build and deploy zero-emission cargo handling equipment, such as container handling or bulk equipment, or other off-road equipment that would be designed with modular powertrains and energy systems to facilitate the transition to full zero-emission operations as technology evolves.
- Emission Reductions from Ocean Going Vessels:
 - Funding to demonstrate the feasibility of hydrogen fuel cells to replace auxiliary engine operations on an ocean-going vessel while at berth or anchor.
 - Demonstrate a hydrogen fuel cell or other low carbon technology to power a shore power barge which could be used to provide shore power to berths without such equipment or to shore power capable vessels at anchor.
 - Barge mounted capture and control systems for ocean going vessels at berth or anchor
- Zero-Emission Intrastate Line Haul Locomotive: Demonstrate a zero-emission locomotive that can operate in intrastate line haul operations such as a port-railyard route without requiring additional diesel locomotives in the consist.

The Funding Plan provides additional information on the FY 2021-2022 projects categories and requirements for technical project implementation. The Draft FY 2022-23 Funding Plan for Clean Transportation Incentives outlines the proposed allocation for ATDPP for the new fiscal year and the lists the proposed project categories.

IV. TERMS OF THE AGREEMENT AND OPTIONS TO EXTEND

The Grant “Term” for the Grant Agreement between CARB and the Grantee will be from the date of grant execution until March 15, 2025, with CARB retaining the option to extend the Grant Agreement until May 1, 2026 or for as long as the funding remains encumbered and administrative funds remain available. CARB, in its sole discretion, may award a new Grant Agreement to the Grantee selected in response to this Solicitation for implementation of the FY 2022-23 and FY 2023-24 Advanced Technology Demonstration and Pilot program under the same terms and conditions. The Grantee understands and agrees that there is no guarantee that the subsequent FY 2022-23 and FY 2023-24 Grant Agreements will be awarded.

V. ELIGIBILITY

This competitive Solicitation is open to California-based public entities (e.g. public agencies, municipalities, counties, special districts), or California-based non-profit organizations with experience in administering large scale air pollution control projects. Specific requirements for the Grantee are described in this Solicitation and Sample Grant Agreement (see Appendix B). Applicants that wish to apply to be the Program's third-party administrator and are selected as the Grantee will not be eligible to be a technical grantee for any project selected for funding under the FY 2021-2022 technical solicitation.

To be considered for the grant award, applicants must fully complete the Application (Appendix A) and all elements set forth in Section XI, Required Elements of this Solicitation. CARB may request clarification regarding application responses during the application review process.

If the applicant is anticipating subcontracting, the applicant and subcontractor(s) relationships must be disclosed in the Application. If subcontractor(s) are subject to a public process for approval, that process must be fully disclosed in the application, including who must approve contracts, the process for approval, and the anticipated timelines for approvals. Subcontractors must also be able to fulfill all requirements of the Grant Agreement and must be either a public entity or a California-based non-profit organization with experience in administering large scale air pollution control projects. All disclosures required of applicants are also required of subcontractors at the time of Application submission.

Applicants are only eligible to submit one application as the primary applicant under this solicitation. If more than one application is received, the application that was received last will be considered.

All applicants that are nonprofit organizations are considered conducting intrastate business in California, and are, therefore, required to be registered and in good standing with the California Secretary of State prior to submitting an application in response to this Solicitation. Additional information can be found on the Secretary of State website at www.sos.ca.gov.

VI. SCOPE OF WORK

The Grantee, under CARB guidance, is responsible for such things as the day-to-day administration and oversight of selected projects from the FY 2021-2022 ATDPP technical solicitation. Each of the resulting technical projects will have a separate public or non-profit administrator, which will be referred to as the technical grantee. The Grantee will support technical grantees with pre-agreement activities such as the California Environmental Quality Act (CEQA), help develop grant agreements for selected projects for CARB approval, receive and submit to CARB completed disbursement requests, manage project data, ensure data is reported to CARB, keep projects on schedule and manage regular meetings. One of the first

tasks for the Grantee will be to actively participate in the development of and play a key role in assisting CARB with implementation of a Project Implementation Manual.

For all Grant projects considered to be CARB Grant projects, in whole or in part (including but not limited to approval of the Implementation Plan, and/or funding, selection or approval of any technical subgrantee project), CARB shall remain the final decisionmaker on compliance with CEQA. For all Grant projects subject to compliance with CEQA, the Grantee will be expected to indemnify CARB for any costs incurred by CARB and its officials, employees, attorneys, officers, and agents in defending any claim or lawsuit (Litigation) brought against CARB under CEQA arising out of CARB's project-related approvals or actions (Action). The Grantee will be expected to reimburse CARB for any costs, including, but not limited to, attorneys' fees, consultants' costs, and litigation expenses incurred by CARB in defending any Action in Litigation. The Grantee will also be expected to indemnify CARB from any judgment or award entered or made in any Litigation against CARB for reasonable attorneys' fees, costs, damages, or injunctive relief arising out of or relating to CARB's Action. Indemnification and reimbursement of costs shall further extend to any reasonable expenses that CARB incurs in successfully establishing a right to indemnification under the Grant Agreement. The Grantee's indemnification of CARB as set forth in the Grant Agreement will remain in full force and effect throughout all stages of Litigation, including, but not limited to, any appeal of a lower court judgment rendered in a Litigation.

The Grantee will be required to perform the following tasks:

A. Program Planning, Development and Implementation

- i. Throughout the Grant "Term" (as set out in the Grant Agreement) and in consultation with CARB, work with CARB to develop a Project Implementation Manual. This Manual will be the Grantee's blueprint for implementing Advanced Technology Demonstration and Pilot projects. NOTE that this Manual is separate and apart from the Project Implementation Plan that is required to be submitted by the applicant as a part of the grant application package.
- ii. Throughout the Grant Term, actively support CARB in the implementation of the selected projects from the FY 2021-22 technical solicitation.
- iii. At the discretion of CARB, help engage vehicle and equipment manufacturers to understand current technological trends in the market.
- iv. Facilitate the engagement of stakeholders, including underserved communities and priority populations during technical project implementation.

- v. Support CARB with future Advanced Technology Demonstration and Pilot solicitations. This may include such activities as workgroup preparation, meeting support, and stakeholder engagement.
- vi. Establish a standardized data collection regime for all CARB funded Advanced Technology Demonstration and Pilot Projects, which is consistent with CARB policies, and applicable state and federal laws.
- vii. Support the technical grantees in submitting data to the programs project data collection tool.
- viii. Support CARB in responding to questions from the Governor's office, Legislature, or other state agencies.
- ix. Support CARB in determining compliance with AB 794 (Chapter 748, 2021), which requires that the fleets that purchase new drayage trucks through CARB programs meet specified labor standards.
- x. In consultation with CARB and its technical grantees, assess options for including equity elements into the Program.
- xi. Participate in CARB-approved events (e.g. CARB Board hearings, press events, conferences, forums, symposiums, etc.) to represent the Advanced Technology Demonstration and Pilot Projects.
- xii. Help to develop and implement public events that showcase Advanced Technology Demonstration and Pilot Projects for interested stakeholders and the public as appropriate.
- xiii. Assist CARB in updating the Advanced Technology Demonstration and Pilot Projects chapter of CARB's Funding Plan on an annual basis starting with the FY 2022-23 Funding Plan by providing information and support to CARB upon request.
- xiv. Assist CARB in data collection and reporting as required, including the use of Greenhouse Gas Reduction Funds into the California Climate Investments Reporting and Tracking System (CCIRTS).
- xv. Meet all applicable requirements of the following: any applicable statutes; all applicable Funding Plans; CARB's Funding Guidelines¹; this Solicitation; Appendix B: Sample Grant Agreement; the final Grant Agreement; and the guidelines and requirements of the Advanced Technology Demonstration and Pilot Projects, including any future updates and/or revisions issued during the

¹ CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

grant term. The Grantee must also ensure its subcontractors meet all the aforementioned requirements, as applicable. CARB's Funding Guidelines and Funding Plan are available at: www.arb.ca.gov/msprog/aqip/aqip.htm.

- xvi. CARB reserves the right to request participation from selected projects in ongoing research efforts that support the Advanced Technology Demonstration and Pilot Projects and CARB goals.

B. Program Funding Distribution

- i. The Grantee will not receive technical project funding and will not be responsible for issuing payments to technical grantees. The Grantee will be responsible for ensuring that a disbursement request from the technical grantee is complete and accurate before submission to CARB. After CARB approval, payments will be made by CARB to the technical grantee for dispersal to the project partners.
- ii. The Grantee will submit a disbursement request to CARB for administrative services as described in the Proposed Budget. See Appendix A, Attachment 4 for more information.

C. Recordkeeping and Reporting

- i. Establish and maintain incentive records (see Section M (3) of the Grant Agreement).
- ii. Utilize best practices to store all records in a safe and secure storage facility that maintains confidentiality and provides fire and natural disaster protection. Files shall be retained during the term of the Grant Agreement plus three years. Upon completion of the required record-retention period, the Grantee must submit all project records to CARB. Hardcopy or electronic records are suitable. Acceptable forms of electronic media must be approved based on prior written concurrence from CARB.
- iii. Develop a systematic process and schedule to back-up Advanced Technology Demonstration and Pilot Project data and information each day, at a minimum.
- iv. Deploy and enforce security measures to safeguard Advanced Technology Demonstration and Pilot Project data and information (see Appendix B: sample Grant Agreement for further details).
- v. At the discretion of CARB, conduct project participant surveys and provide a summary of responses which includes survey statistics. Grantee will, at minimum:

- a.) Develop and implement an effective mechanism for project participants to respond to the surveys;
 - b.) Conduct quality control for collected survey data, and provide to CARB as part of the periodic Advanced Technology Demonstration and Pilot Project Status Report; and
 - c.) Provide a mechanism, which should be outlined in the Grantee's transfer plan, for subsequent Grantees to continue collecting such data after incentive redemption.
- vi. Provide data updates to CARB upon request, which could include any data collected as part of the project, funding that has been spent, timelines, or any other data needs that CARB has in relation to demonstration and pilot projects.
 - vii. Provide periodic data summaries to the public via a method approved by CARB.
 - viii. Provide monthly Status Reports to CARB detailing project activity, disbursement request received, status of draft grant agreements, disbursement requests expected to be received, and other deliverables as defined by CARB.
 - ix. Maintain a project file for each selected project that documents all activity in the project including completion of milestones, issues that projects are encountering and solutions, disbursements, minor changes to scope of the project, CEQA documents, correspondence with CARB and project partners, and all other relevant documents.
 - x. Provide CARB with an annual report that summarizes project activity during that time, project vehicles, equipment and infrastructure usage, problems encountered, resolutions to problems as well as on-going challenges.

D. Transition

- i. Once the term of the Advanced Technology Demonstration and Pilot Project grant agreement is nearing completion, (or, at CARB's discretion, prior to termination, cancellation, or expiration of the Grant Agreement), the Grantee shall implement the preapproved transition (or transfer) plan and deliver all project data to CARB or at CARB's discretion, to the subsequent Grantee in a format approved by CARB.
- ii. Develop and execute a project transfer plan, as part of the Grantee's closeout duties, to ensure a complete and timely transfer of data records and websites

to CARB and to the next administrator on a timely basis. The project transfer plan, which must first be approved by CARB, includes at a minimum the following tasks:

- a.) Process all disbursement requests still pending, including invoices submitted to Grantee by technical grantees;
 - b.) Complete all tasks associated with the FY 2021-22 Advanced Technology Demonstration and Pilot closeout (See Section K [2] of the Grant Agreement);
 - c.) If applicable, transfer Advanced Technology Demonstration and Pilot data, records, and websites to CARB and the new Grantee/administrator selected by CARB according to the CARB approved transfer plan (see Section N for more information).
- iii. Provide CARB with a Final Report, that encompasses the three-year term of the grant agreement or any extensions, that summarizes the projects (including findings, conclusions and results) during the Term of the Grant Agreement, provides summaries of data collected, trends in vehicle, equipment, component and infrastructure costs and other topics as requested by CARB.
 - iv. Provide and transfer all ownership, use, intellectual property and licensing rights to CARB, including but not limited to all webpage(s), publications, data, copyrights, logos, patents, algorithms, websites, domain names, tradenames, databases, software or other intellectual property developed or purchased by the Grantee for the purposes of administering or implementing Advanced Technology Demonstration and Pilot projects, if requested (See Section N of the Grant Agreement).

VII. APPLICATION INSTRUCTIONS

Appendix A: the Solicitation Application contains the forms and information necessary for submittal of a complete application. Any deviation from that which is required by the Solicitation, or failure to supply required information, failure to sign any documents or failure to fill in line items on the budget schedule, will result in the application being rejected as non-responsive (non-qualifying). Non-responsive applicants do not qualify to be considered under this Solicitation, are not entitled to any appeal of this determination and will not be evaluated based upon the scoring criteria identified below. Only responsive (qualified) proposals will be evaluated using the scoring criteria identified in this Solicitation.

All information and data submitted as a response to this Solicitation are the property of CARB and will become a public record. If no responsive or responsible proposals are

submitted, CARB will not award a grant and will consider other options, such as reevaluating this Solicitation or resoliciting for applications.

If you need this document in an alternate format or language, please contact Earl Landberg, the Solicitation Lead, at earl.landberg@arb.ca.gov. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

Applications will only be accepted electronically by email. Submit the application package electronically to Earl Landberg at the following email address: earl.landberg@arb.ca.gov. Once the application is submitted an email will be sent to the applicant acknowledging receipt of the application. If an applicant does not receive an email confirming receipt of the application within 24 hours of submittal, please immediately contact Earl Landberg via email or phone at (916) 287-0171. An application package consists of one (1) signed and completed application and a complete set of all documents identified in Appendix A, submitted as one document electronically. All documents must be filled out completely, where signature is required all such documents must be signed and dated, and all requested information must be provided in the application package.

Complete applications must be submitted no later than 5:00 PM Pacific Standard Time (PST) on December 16, 2022 (the "Application Deadline"). Applicants will not be allowed to submit any additional records or materials after the Application Deadline.

No applications shall be submitted by mail or in person

Format Requirements

Applications should be accurate, brief, and clear. In order to be considered a responsive (qualifying) application, it must include all the Required Elements identified in Section IX of this Solicitation. An incomplete application will be rejected on its face as non-responsive (non-qualifying). **Please do not include in the application any personally identifiable information, such as project staff home addresses, personal phone numbers, or personal email addresses. Business addresses, phone numbers and email addresses are required.**

Fiscal Year 2021-22 Advanced Technology Demonstration and Pilot Projects Third Party Solicitation Timeline*

<u>Key Actions</u>	<u>Dates</u>	<u>Time</u>
Public Release of Solicitation	October 3, 2022	N/A
Applicant Question Deadline for Conference	October 17, 2022	No later than 5:00 p.m. PDT
Applicant Zoom Conference	October 19, 2022	1:30 p.m. PDT
Posting of Applicant Zoom Conference Question and Answer Document	November 9, 2022	5:00 p.m. PDT
Application Deadline	December 16, 2022	No later than 5:00 p.m. PST
Review/Rating of Applications	December 17, 2022 – January 9, 2023	N/A
Preliminary Grantee Selection	January 20, 2023	N/A
Return Signed Grant to CARB	Within 10 calendar days of receipt	N/A

* Timelines are subject to change at CARB’s sole discretion.

VIII. APPLICANT ZOOM CONFERENCE

CARB will hold one Applicant Zoom Conference where staff will be available to answer questions potential applicants may have regarding eligibility, application completion, and other requirements.

The Applicant Zoom Conference will take place on the following date and time:

Date: October 19, 2022
Time: 1:30 to 3:00 p.m. PDT

Zoom Registration Link:

https://us06web.zoom.us/webinar/register/WN_-0YHRIhUR16Azs2ExayOow

After registering, you will receive a confirmation email containing information about joining the meeting.

The Applicant Zoom Conference will be open to all interested entities. The Conference will provide potential project applicants with an opportunity to ask clarifying questions regarding general application or applicant requirements or terminology definitions. Written questions submitted before the Conference will be given priority. Questions may be emailed to the Solicitation Lead Earl Landberg at earl.landberg@arb.ca.gov. Questions may be submitted up to 5 p.m. (PST) one business day prior to the Conference date. The questions and answers from the Conference and any questions received via email will be posted on the CARB website no later than November 9, 2022; this date may be extended at CARB’s sole

discretion. CARB will not answer questions regarding this Solicitation except during the Conference. Any verbal communication with a CARB employee concerning this Solicitation is not binding on the State and shall in no way alter a specification, term or condition of the Solicitation.

IX. REQUIRED ELEMENTS

The application is included as Appendix A of this Solicitation, and includes the following required elements:

Appendix A: Application

Attachment 1: Application

Attachment 2: Applicant General Qualifications

Attachment 3: Applicant Information

Attachment 4: Proposed Budget

Attachment 5: Project Implementation Plan

Attachment 6: Applicant Resources to Implement the Project

Attachment 7: Conflict of Interest Declaration

Attachment 8: STD 204 Payee Data Record

Attachment 9: Compliance with the Law

Attachment 10: References

Attachment 11: Insurance Endorsement

Attachment 12: Attestation of Readiness

Attachment 13: Non-Collusion Declaration

X. EVALUATION AND SCORING

Rejected non-qualifying (non-responsive) applicants will be notified of their application status within 30 days after the Application Deadline.

After screening out non-responsive applications, CARB will evaluate the responsive (qualifying) application based on the criteria described below. The maximum score is 100 points. The qualifying applicant with the highest overall score will be selected as the Proposed Grantee. The selected responsible applicant will be required to sign a Grant Agreement with CARB to fulfill the duties of Grantee (See Appendix B: Sample Grant Agreement). CARB reserves the right, in its sole discretion, to cancel this Solicitation, re-solicit for an Advanced Technology Demonstration and Pilot Projects Grantee, direct funding to another project in the Funding Plan, or reject any or all applications received in response to this Solicitation. Pursuant to the 2018 Guidelines for Agencies Administering California Climate Investments (Funding Guidelines),² CARB will also post basic information about all the applications submitted for consideration (excluding personally identifiable information for any private individuals). The minimum items that must be posted include the name of the

² CARB, 2018; <https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

applicant, the amount of funding requested, and the executive summary as required in Appendix A.

Scoring Criteria	Total Points Possible
A. Applicant General Qualifications	25
B. Proposed Budget	20
C. Project Implementation Plan	15
D. Ability to Promote the Use of Advanced Technology	15
E. Applicant Resources to Implement the Project	15
F. Ability to Implement Program with Equity Considerations	10
Total	100

Applicant General Qualifications (Appendix A, Attachment 2, and 5 thru 13) – Maximum 25 points

Up to 25 points will be provided based upon the applicant’s ability to successfully act as Grantee based upon its experience/expertise in and history of successfully implementing similar large-scale demonstration and pilot projects, overseeing multiple projects with diverse technologies across a large spectrum of on and off-road vehicle, equipment, and infrastructure. The experience of applicant’s identified subcontractor may be considered if their information is also fully provided in the application.

Application Characteristics	Points Earned
Applicant lacks necessary experience or expertise to successfully implementing large scale advanced technology demonstration or pilot projects or similar programs and does not have a working relationship with advanced technology vehicle, equipment and infrastructure manufacturers, end-user fleets, and other project stakeholders.	0 – 5 points
Applicant has demonstrated moderate expertise and experience necessary to successfully implementing large scale advanced technology demonstration or pilot projects or similar programs and has a minimal working relationship with advanced technology vehicle, equipment and infrastructure manufacturers, end-user fleets, and other project stakeholders.	6 – 15 points

Application Characteristics	Points Earned
Applicant clearly has the expertise and experience needed to successfully implement large scale advanced technology demonstration or pilot projects or similar programs and clearly have a working relationship with advanced technology vehicle, equipment and infrastructure manufacturers, end-user fleets, and other project stakeholders.	16– 25 points

A. Proposed Budget (Appendix A, Attachment 4) – Maximum 20 points

Applicants must identify their proposed budget for completing the tasks to implement the Program consistent with the Sample Grant Agreement, their Project Implementation Plan (included as part of the application, Appendix A, Attachment 5) and the requirements of this Solicitation. The budget must include the amount of administrative funding which will include costs to cover implementation of all tasks for implementing the selected technical projects resulting from FY 2021-22 funding until March 15, 2025. CARB has the option to extend the FY 2021-22 Grant Agreement as late as May 1, 2026. The budget needs to include costs to transfer all project data and website(s) to the next administrator. The proposed budget must include a description of any applicable commitments for in-kind services and match funding. The administrative fee shall not exceed 10 percent of the total project funding (Note: any applications that are greater than 10 percent will be disqualified and are non-responsive). For a complete description of administrative fees, see Section H (6) in Appendix B: Sample Grant Agreement. The budget should include that of the identified subcontractor.

In-kind services refer to goods or services contributed by the Grantee but not charged to Advanced Technology Demonstration and Pilot Projects, which help to more effectively and efficiently meet the goals of the program. Match funding refers to funds contributed by the Grantee to Advanced Technology Demonstration and Pilot Projects to fund eligible cost for implementing the program. Match funding is not required. Additional required fiscal obligations are set out in the sample Grant Agreement (Appendix B) and must be followed--the application should demonstrate how these obligations will be met.

See Appendix A, Attachment 4-1 for a sample budget.

Application Characteristics	Points Earned
Budget is unclear, inconsistent with the applicant’s Project Implementation Plan, requirements of this Solicitation, or are insufficient to successfully complete the project.	0 – 5 points
Budget is moderately clear and relatively consistent with the applicant’s Project Implementation Plan, requirements of this Solicitation, and is almost adequate to complete the project. Costs are marginally represented.	6 – 10 points
Budget is clear, detailed, and consistent with the applicant’s Project Implementation Plan, requirements of this Solicitation, and is adequate to complete the project. Costs are represented clearly.	11 – 15 points
Budget is very clear, detailed, and consistent with the applicant’s Project Implementation Plan, the requirements of this Solicitation, and is more than adequate to complete the project. Costs are represented very clearly and are appropriate for the level and quality of work to be performed. Applicant commits to provide match funding and in-kind support to enable the program to be more effective and efficient.	16 – 20 points

B. Project Implementation Plan (Appendix A, Attachment 5) – Maximum 15 points

Applicants will be evaluated based on the completeness of their plan for implementing the Advanced Technology Demonstration and Pilot Projects program, and their ability to complete the work in a timely manner. The Project Implementation Plan must address how the applicant will implement all the tasks under the Scope of Work (see Section VI of this Solicitation). The plan must demonstrate how the applicant will coordinate with CARB’s technical grantees, relevant local agencies, state agencies, local air districts, community-based organizations, educational institutions, and other relevant parties. In addition, the plan must include a timeline for project completion. Include all work to be performed by the identified subcontractor. Additional required fiscal, fiduciary, and other obligations are set out in the sample Grant Agreement (Appendix B) and must be followed--the application should demonstrate how these obligations will be met.

Application Characteristics	Points Earned
Plan is unclear and/or does not provide the highest impact for the funding provided.	0 – 4 points
Plan is complete, provides sound recommendations for effective and efficient project development, implementation, outreach, administration, and considers the budget.	5 – 9 points
Plan is sound and well organized, tailors recommendations creatively and appropriately to successfully implement the Advanced Technology Demonstration and Pilot Projects program, provides recommendations for effective and efficient project development, implementation and administration, and recommends high-impact activities that maximize the effectiveness of the budget.	10 – 15 points

C. Ability to Promote the Use of Advanced Technology – Maximum 15 points

Applicants will be evaluated based on their ability to promote and share the results of CARB’s ATDPP with all stakeholders to help accelerate the transition toward zero-emission technologies in all heavy-duty categories where feasible.

In addition, applicants must demonstrate their ability and experience for organizing, coordinating, and complementing existing outreach and education efforts already underway through CARB’s Low Carbon Transportation Projects and other related incentive programs. Applicants will be scored on their ability to maximize available funding and develop a broad range of partnerships, including participation with local or regional CBOs, other state agencies, and/or local air districts.

Grant Application Characteristics	Points Earned
The applicant does not demonstrate a clear understanding of how to promote the results and learnings from CARB's Advanced Technology Demonstration and Pilot Projects program and does not have a plan for sharing these results to all stakeholders.	0 – 4 points
The applicant demonstrates a relatively clear understanding of how to promote the results and learnings from CARB's Advanced Technology Demonstration and Pilot Projects program and has basic plan for sharing these results to all stakeholders.	5 – 9 points
The applicant creatively demonstrates a clear understanding of how to promote the results and learnings from CARB's Advanced Technology Demonstration and Pilot Projects program and has a well-thought-out plan for sharing these results with all stakeholders. Applicant demonstrates robust experience for effective collaboration with CARB's technical project administrators, relevant local agencies, state agencies, local air districts, CBOs, and other relevant parties. Applicant exhibits strong ability to maximize effective use of available funding to establish and maintain key partnerships.	10 – 15 points

D. Applicant Resources to Implement the Project (Appendix A, Attachment 6)– Maximum 15 points

Please identify the staff, infrastructure, funding, and other resources you have available and will utilize to effectively and efficiently implement the Advanced Technology Demonstration and Pilot Projects.

Personnel costs, fringe benefit costs, operating expenses, travel, including rent and supplies, equipment costs, overhead, records retention, and any other costs needed to implement the project should be detailed in your Proposed Budget. (See Appendix A Attachment 2.)

Application Characteristics	Points Earned
The applicant does not demonstrate sufficient staff, expertise, infrastructure and/or funding resources to effectively and successfully implement the Advanced Technology Demonstration and Pilot Projects. This includes the ability to quickly make staffing adjustments due to changes in funding.	0 – 4 points
The applicant demonstrates, with limited clarity, the presence of some staff, expertise, infrastructure and/or funding resources to effectively and successfully implement the Advanced Technology Demonstration and Pilot Projects. This includes the ability to quickly make staffing adjustments due to changes in funding.	5 - 9 points
The applicant has clearly demonstrated sufficient staff, expertise, infrastructure and/or funding resources to effectively and successfully implement the Advanced Technology Demonstration and Pilot Projects. This includes the ability to quickly make staffing adjustments due to changes in funding.	10 - 15 points

E. Ability to Implement Program with Equity Considerations – Maximum 10 points

Please include in the plan an explanation of how the Grantee will consider equity when implementing the Program, and when developing future Program projects.

Application Characteristics	Points Earned
The applicant does not clearly explain how they will engage community members in areas where CARB's Advanced Technology Demonstration and Pilot Projects take place and help to ensure that all community voices are heard during future technical solicitation development and implementation.	0 – 4 points
The applicant clearly explains how they will engage community members in areas where Advanced Technology Demonstration and Pilot Projects take place and help to ensure that all community voices are heard during future technical solicitation development and implementation.	5 – 10 points

XI. ADMINISTRATION

A. Cost of Developing Application

The applicant is responsible for the cost of developing an application, and this cost cannot be charged to the State. In addition, CARB is not liable for any costs incurred during environmental review (if applicable) or as a result of withdrawing a proposed award or canceling the Solicitation.

B. Errors

If an applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this Solicitation, the applicant shall immediately notify CARB of such error in writing and request modification or clarification of the document during or before the Applicant Zoom Conference. CARB shall not be responsible for failure to correct errors.

C. Immaterial Defect

CARB may waive any immaterial defect or deviation contained in an applicant's application. CARB's waiver shall in no way modify the application or excuse the successful applicant from full compliance.

D. Disposition of Applicant's Documents

All applications and related material submitted in response to this Solicitation become the property of the State and may be considered public records as solely determine by CARB.

E. Applicant's Admonishment

This Solicitation contains the instructions governing the Advanced Technology Demonstration and Pilot Projects Grantee application process, including the required format of information and materials to be submitted, the eligibility criteria, and Applicant responsibilities. Applicants must take the responsibility to read the entire Solicitation carefully, ask appropriate questions in a timely manner, submit a complete application with all required responses by the required date and time, and make sure that all procedures and requirements of the Solicitation are followed and appropriately addressed.

F. Agreement Requirements

The content of this Solicitation and each selected grant recipient's application shall be incorporated by reference into the final Grant Agreement.

CARB reserves the right to negotiate with applicants to modify the project scope, the level of funding, or both. If CARB is unable to successfully negotiate and execute a funding agreement with an applicant, CARB, at its sole discretion, reserves the right to withdraw the pending award and fund the next highest ranked eligible project. This does not limit CARB's ability to withdraw a proposed award for other reasons, including for no cause or to take any other direction consistent with applicable law.

G. No Agreement Until Signed

No agreement between CARB and the selected responsible applicant is in effect until the Grant Agreement is signed by the recipient and signed by the authorized CARB representative. Qualifying costs may only be reimbursed by CARB only after full execution of the Grant Agreement; no costs incurred prior to execution of the Grant Agreement are reimbursable using CARB funds.

H. No Modifications to the General Provisions

Because time is of the essence, if an applicant at any time, including after Preliminary Grantee Selection, attempts to negotiate, or otherwise seeks modification of, the General Provisions (attached as Appendix B, Sample Grant Agreement Section O), CARB may reject

an application or withdraw a proposed award. This does not alter or limit CARB's ability to withdraw a proposed award for other reasons, including no cause.

I. Payment of Prevailing Wages

All applicants must read and pay particular attention to Appendix B, Sample Grant Agreement Section O (21) entitled "Prevailing wages and labor compliance." Prevailing wage rates can be significantly higher than non-prevailing wage rates. Failure to pay legally-required prevailing wage rates can result in substantial damages and financial penalties, termination of the grant agreement, disruption of projects, and other consequences.

J. Remedies for Non-performance

In the case of non-performance, remedies detailed in this section may be utilized at CARB's discretion. Examples of non-performance include, but are not limited to: misuse of funding for ineligible expenses; failure to comply with program guidelines or requirements; inability to meet performance requirements or schedule milestones; and failure to comply with the terms and conditions identified in legal agreements. Remedies may include:

- CARB may seek to resolve the dispute directly with the grantee, or involve a third-party mediator,
- CARB may issue a stop work order,
- CARB may terminate the agreement at its sole discretion,
- CARB may recover grant funds, spent and unspent, to the degree they have been spent or are being spent inappropriately,
- CARB may withhold funds from payment, and
- CARB may take civil actions.

K. Solicitation Cancellation and Amendments

CARB reserves the right to do any of the following:

1. Cancel this Solicitation.
2. Revise the amount of funds available under this Solicitation.
3. Amend this Solicitation as needed.
4. Reject any or all applications received in response to this Solicitation.

L. Insurance Requirements

The Grantee must comply with all requirements outlined in the (1) General Provisions and (2) Insurance Requirements sections, below. No payments will be made under the Grant until the Grantee fully complies with all insurance requirements.

1. General Provisions

- a. Coverage Term – Coverage needs to be in force for the complete Term of the Grant. If insurance is set to expire during the Term of the Grant, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original Grant terms.
- b. Policy Cancellation or Termination & Notice of Non-Renewal – Grantee is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Grantee agrees no work or services will be performed prior to obtaining such approval. In the event that the Grantee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate the Grant upon the occurrence of such event, subject to the provisions of the Grant.
- c. Premiums, Assessments and Deductibles – The Grantee is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. Primary Clause – Any required insurance contained in the Grant shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If the Grantee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the Grantee’s obligations under the Grant.
- h. Use of Subcontractor – In the case of the Grantee’s utilization of subcontractors to complete the Grant scope of work, the Grantee shall include all subcontractors as insureds under the Grantee’s insurance or supply evidence of the subcontractor’s insurance to the State equal to policies, coverages, and limits required of the Grantee.
- i. Inadequate Insurance -- Inadequate or lack of insurance does not negate the Grantee’s obligations under the grant.

2. Grant Insurance Requirements -- The Grantee shall display evidence of the following on a certificate of insurance. Failure to provide the certificate upon request will result in the termination of the Grant. The following coverages must be evidenced on the certificate of insurance:
 - a. Commercial General Liability – The Grantee, and each subgrantee, shall maintain general liability on an occurrence form with limits not less than \$2,000,000 per occurrence for bodily injury and property damage liability combined with a \$5,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent Grantees, products, completed operations, personal and advertising injury, and liability assumed under an insured contract or Grant. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Grantee’s limit of liability. The policy must name the State of California, its officers, agents, and employees as additional insureds, but only with respect to work performed under the Grant.
 - b. Automobile Liability – If the Grantee will be using vehicles to complete the project or driving a vehicle onto State property, automobile liability insurance is required. The Grantee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. At the request of CARB, the Grantee must show proof of automobile liability. Failure to provide proof upon request will result in the termination of the Grant. The policy must name the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Grant.
 - c. Workers Compensation and Employers Liability – The Grantee shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Grant. In addition, employer’s liability limits of \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate.
 - d. Cyber Liability coverage, with limits not less than \$1,000,000 per occurrence or claim -- Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Grantee in the grant agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and

penalties as well.

- e. **Crime Insurance** – Crime insurance requirements are negotiable at CARB’s sole discretion. At a minimum, the maximum amount of funding that the Grantee will have on hand at any time should be covered. Coverage shall include but not be limited to employee dishonesty, theft, forgery or alteration, and inside/outside money and securities coverages including first and third party theft for state-owned or leased property in the care, custody, and/or control of the Grantee. The policy shall include as loss payee, the State of California, California Air Resources Board.

M. Insurance Requirements

The following represent additional terms and conditions applicable to this Solicitation. By participating in this Solicitation process, each prospective applicant acknowledges, accepts and agrees to all terms and conditions of this Solicitation, and represents and warrants that applicant will comply with and conform to all of the following:

1. **Incurring Costs** – This Solicitation does not commit CARB to award, nor does it commit CARB to pay, any costs incurred by any applicants resulting from the submission of an application or participation in the Solicitation process (including but not limited to travel expenses). Furthermore, no reimbursable cost shall be incurred by an application in anticipation of a Grant award. **All costs associated with Solicitation participation, application preparation, travel, interview preparation and attendance are the sole responsibility of each submitting applicant. Submitted applications become the property of CARB and will not be returned.**

Claims against CARB – Each applicant acknowledges, accepts, and understands that neither applicant’s organization nor any of applicant’s representatives shall have any claims whatsoever against the CARB or any of its respective officials, agents, or employees arising out of or relating to this Solicitation or these Solicitation procedures, except as between CARB as Grantor and applicant as Grantee, as set forth in the terms of a definitive grant agreement signed by authorized representatives of the Grant and the selected Grantee.

2. **Basis for Proposal** – Only information supplied by CARB in writing as a part of this Solicitation process may be relied upon for the preparation of an application.
3. **Form of Application** – No oral, telephone, facsimile, or mailed applications will be accepted.

4. **Amended Proposal** – Applicants may only submit an amended application before the Application Deadline. Such amended applications must be a complete replacement of a previously submitted application package and must be clearly identified as such in the cover letter transmitting the new application (the “Letter of Transmittal”). CARB personnel will not merge, collate, or assemble application materials. Once received, the new amended application package will replace the previously submitted application package in its entirety. All amended application packages must be submitted and received by the Application Deadline.
5. **Withdrawal of Application** – Applicants may withdraw their applications at any time. The Applicant must submit a written withdrawal request signed by the Applicant’s duly authorized representative addressed and submitted to the Solicitation Lead.
6. **No Late Applications** – In order for an application to be considered, the complete application package must be received by the Solicitation Lead, by no later than the Application Deadline. An application that was sent but not received by the Applicant Deadline is a non-qualifying application.
7. **No Public Opening** – There will be no public opening of the application packages for this Solicitation.
8. **California Public Records Act (CPRA)** – All documents, information and records provided to or made available to CARB in response to this Solicitation become the sole and exclusive property of CARB. CARB is a public agency subject to the disclosure requirements of the California Public Records Act (“CPRA”). If trade secret or proprietary information is contained in documents or other information submitted by the applicant as a part of the application package, and the applicant has expressly claimed that such information falls within one or more CPRA exemptions, then the applicant must clearly mark such information “CONFIDENTIAL AND PROPRIETARY” and identify the specific lines containing the confidential information on each document before submitting the application package to CARB. In the event of a request for such information, CARB will make reasonable efforts to provide notice to the applicant prior to disclosure under the CPRA. If the applicant contends that any documents are exempt from the CPRA and wishes to prevent disclosure, the applicant is required at its own cost, liability and expense to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Sacramento County at least three (3) business days

before CARB's deadline to respond to the CPRA request. If the applicant fails to obtain such a court remedy within said timeframe, then CARB may, at its discretion, disclose the requested information and CARB shall not be liable or responsible for such disclosure. Applicant agrees that it shall defend, indemnify and hold CARB harmless for, from and against any and all claims that may or do result from denial by CARB of a CPRA request for any applicant information.

- 9. Confidentiality** – All data and information obtained from CARB by the applicant or provided to the applicant or its agents in this Solicitation process, including reports, recommendations, specifications, and other data, shall be treated by the applicant, and its agents, representatives, sub-consultants, assigns, and employees, as confidential. The applicant and its agents, assigns, employees, sub-consultants, and representatives shall not disclose/communicate this information to a third party or use it in advertising, publicity, propaganda, or in another job or jobs, unless written consent is obtained from the CARB. In addition to the requirements of the CPRA, CARB may be under other legal obligations for release or disclosure of the information contained in any application package submitted and makes no warranty or representation that such information and accompanying documents will not be released where required or allowed to be released by applicable law.
- 10. Electronic Mail Address** – Communications regarding this Solicitation will be conducted by electronic mail (email). Potential applicants agree to provide the Solicitation Lead with a valid email address with the application. CARB is not responsible or liable for email communications that do not make it to the intended destination (receiver). If in doubt about the sending or receipt of any email communication, each applicant is required to contact the Solicitation Lead to confirm whether an email has been received, BEFORE any applicable deadlines.
- 11. Use of Electronic Versions of the Solicitation** – This Solicitation is made available by electronic means. In the event of conflict between a version of the Solicitation in the applicant's possession and the version maintained by the Solicitation Lead, the version maintained by the Solicitation Lead will govern.
- 12. Assignment of Clayton Act, Cartwright Act Claims** – In submitting an application to this Solicitation, the responding person and/or entity offers and agrees that, if the application is accepted and results in the execution of a Grant Agreement, then it will assign to CARB all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) and, where applicable, under the

Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from or relating to any and all purchases of goods, materials, or services by said responding person and/or entity relating to the Grant Agreement obligations.

CARB Rights – the CARB reserves the right to do any of the following at any time:

- a. Reject any or all application(s), without indicating any reason for such rejection;
- b. Waive or correct any minor or inadvertent defect, irregularity, or technical error in an application, in the Solicitation or the Solicitation process, or as part of any subsequent grant negotiation;
- c. Request that an applicant or applicants supplement or modify all or certain aspects of a submittal or other documents or materials that have been submitted;
- d. Terminate the Solicitation at any time (even after an intent to award has been determined), and at CARB's sole discretion, issue a new Solicitation;
- e. Procure services or issue grants specified in this Solicitation by any other legal means;
- f. Modify the selection process, the grant terms, or the contents or format of the forms, conditions, instructions or requirements;
- g. Extend or modify deadlines specified in this Solicitation or in the grant agreement, including deadlines for accepting applications;
- h. Modify any terms and/or conditions of the sample Grant Agreement (Exhibit B);
- i. Terminate failed negotiations without liability, and negotiate with other applicants;
- j. Negotiate with any or none of the applicants;

- k. Disqualify any applicant or Grantee on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the applicant or other data available to CARB;
- l. Eliminate, reject, or disqualify an application from any applicant who fails to submit a responsive application or who later fails to demonstrate that they are a responsible applicant, as determined solely by the CARB;
- m. Accept all or a portion of an application;

13.No Contract/No Agreement – this Solicitation and the selection process shall in no way be deemed to create a binding contract or agreement of any kind between CARB and any applicant, nor shall any information herein be construed as a representation or warranty on behalf of CARB or as a statement on which the applicant may justifiably rely in executing any license or agreement with CARB. All legal rights and obligations between any successful applicant and CARB will come into existence if and only if a Grant Agreement (Exhibit B) is signed by authorized representatives of both parties and approved by CARB. The legal rights and obligations of each party shall at that time be only those rights and obligations which are set forth in the approved and fully executed Grant Agreement.

14.Prohibition of Gifts – CARB officials are subject to several legal and policy limitations regarding receipt of gifts from persons, firms or corporations either engaged in business with CARB or proposing to do business with CARB. The offering of any gift may be grounds for disqualification. To avoid even the appearance of impropriety, applicants intending to submit or submitting an application shall not offer any gifts or souvenirs, even of minimal value, to any CARB officers, employees, or advisors.

15.Nondiscrimination – In the performance of the Grant Agreement, the applicant acknowledges, agrees and understands that the selected Grantee and all of its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall not unlawfully discriminate against, harass, or allow harassment 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 (over 40), sexual orientation, or veteran or military status, nor shall any employee be discriminated against or harassed based on a request for or because of taking family-care leave, medical-care leave, or pregnancy-disability leave. The applicant acknowledges, agrees and understands that the selected Grantee and its contractors, subcontractors,

subgrantees, affiliates, employees, agents and assigns shall ensure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment. Furthermore, the selected Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into the Grant Agreement and into this Solicitation by this reference, and made a part hereof as if set forth in full. The selected Grantee, its contractors, subcontractors, subgrantees, affiliates, employees, agents and assigns, is required to give written notice of their, its, his, her obligations under this clause to all labor organizations with which their exists collective bargaining or other agreement.

The selected Grantee will include the nondiscrimination and compliance provisions of this clause in all contracts, agreements, and subcontracts to perform work under the Grant Agreement.

16. Environmental Justice -- In the performance of the Grant Agreement, the applicant acknowledges, agrees and understands that the selected Grantee is required to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, genders, cultures, and income levels, including minority populations and low-income populations of the State of California. Equal access, includes, but is not limited to, ensuring language barriers are fully addressed to the satisfaction of CARB and as otherwise required by local, state or federal law.

17. Non-Conforming Submissions – A submission may be construed (at CARB’s sole discretion) as a non-conforming proposal, ineligible for consideration or incomplete if it does not comply with all of the requirements of this Solicitation. Such submissions shall be treated as non-qualifying (non-responsive) applications.

18. Conflict of interest: Each applicant certifies that it is in compliance with applicable state and federal conflict of interest laws at the time it submits its application to this Solicitation and shall remain in compliance with all such laws during the Solicitation process, and, if selected, during the Term of the fully executed Grant Agreement, and during all extensions. An applicant will have no interest, and will not acquire any interest, direct

or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, the sample Grant Agreement (Appendix B) An applicant must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties with its application package. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in an applicant's ability to perform and carry out all obligations under the Grant Agreement. Each applicant must immediately advise CARB in writing of any potential new conflicts of interest.

19.No Right to Protest – Applicant acknowledges, understands and agrees that consideration for and award of a grant is fully discretionary and at no time shall applicant be entitled to protest, appeal or challenge a decision to reject or accept an application, disqualify an applicant or an application, or withdraw or amend the Solicitation in whole or in part.