

**2022-23 JOINT GRANT SOLICITATION
STATEWIDE CLEAN CARS 4 ALL AND FINANCING
ASSISTANCE PROJECTS**

Mobile Source Control Division
California Air Resources Board
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California Air Resources Board

**2022-23 JOINT GRANT SOLICITATION
STATEWIDE CLEAN CARS 4 ALL AND FINANCING ASSISTANCE PROJECTS**

Contents

I. SUMMARY	2
II. BACKGROUND	2
III. AVAILABLE FUNDING.....	4
IV. GENERAL TERMS AND CONDITIONS	4
V. ADVANCE PAYMENT	18
VI. PROJECT TIMELINE.....	20
VII. ELIGIBILITY	20
VIII. SCOPE OF WORK	21
IX. APPLICATION INSTRUCTIONS	27
X. APPLICANT TELECONFERENCE.....	28
XI. REQUIRED ELEMENTS	29
XII. EVALUATION AND SCORING	30
XIII. ADMINISTRATION.....	36
XIV. DEFINITIONS	40

Appendices

APPLICATION	Appendix A
SAMPLE GRANT AGREEMENT.....	Appendix B

I. SUMMARY

The California Air Resources Board (CARB or the Board) is soliciting a Grantee to implement and administer the Statewide Clean Cars 4 All (Statewide CC4A) and Financing Assistance Projects for Fiscal Year (FY) 2022-23 Funding Plan for Clean Transportation Incentives (Funding Plan)¹. The current available funding for these projects is up to \$205.5 million. An additional \$10 million may be available to support the implementation of the Zero-Emission Assistance Program (ZAP) to ensure proper consumer protections for program participants that obtain an electric vehicle. One applicant will be selected from this competitive solicitation and awarded the grant. The solicitation includes the option at CARB's discretion for new Grant Agreements for each of the following two fiscal years: FY 2023-24 and FY 2024-25.

The Statewide CC4A and Financing Assistance projects will encourage and accelerate the adoption of on-road light-duty zero- and near zero-emission vehicles in California lower-income households. Zero-Emission Vehicle (ZEV) technologies include hydrogen fuel cell electric vehicles (FCEV) and plug-in electric vehicles, which include both pure battery electric vehicles (BEV) and plug-in hybrid electric vehicles (PHEV). The higher upfront cost of advanced technology clean vehicles can be a significant barrier to vehicle ownership for many lower-income consumers. The goal of these projects is to provide cash incentives (as purchase price buydown), facilitate access to affordable financing options, and provide Electric Vehicle Supply Equipment (EVSE) home installation or charge card incentives for lower-income consumers throughout California to purchase or lease these vehicles by providing low-cost loans and vehicle price buy-down grants.

These projects help California meet its air quality and climate goals by reducing greenhouse gas (GHG) emissions and achieving co-benefit criteria pollutant emission reductions through the introduction of advanced technology clean vehicles to lower-income consumers and disadvantaged communities. These projects will be administered and implemented through a partnership between CARB and a Grantee, selected via this competitive CARB Grant solicitation. Applications are due to CARB no later than **5:00 p.m. (Pacific Daylight Time (PST)) on March 24, 2023**.

II. BACKGROUND

Clean Cars 4 All (formerly known as Enhanced Fleet Modernization Program Plus-Up) is an equity focused incentive program that enables lower-income residents to replace higher polluting vehicles with cleaner modes of transportation of which participants can select an advanced technology vehicle or alternative mobility options. This program promotes consumer education of advanced technology vehicles and awareness while providing a financial stimulus to the purchase of cleaner transportation. It was established by Assembly Bill (AB) 630 after pilot programs were conducted in both the

¹ https://www.arb.ca.gov/msprog/aqip/fundplan/proposed_1718_funding_plan_final.pdf

South Coast Air Quality Management District (SCAQMD) and the San Joaquin Valley Air Pollution Control District (SJVAPCD). Subsequently following the success of these programs, both the Bay Area Air Quality Management District (BAAQMD) and Sacramento Metropolitan Air Quality Management District (SMAQMD) have launched their respective programs.

On November 19, 2021, the Board has approved of the FY 2021-22 Funding Plan² enabling CC4A to expand statewide as directed by the Legislature. CC4A differentiates itself from the other incentive programs in that there is a heavy focus on consumer protections which includes financial education, access to low-cost loans and other equity-focused approaches that would address the challenges to vehicle ownership³. CARB has since proposed updates to widen the scope of the regulation to incorporate changes made by stakeholders.

Statewide CC4A is intended to provide low-income California residents equitable opportunities to adopt advanced technology vehicles, promote EVSE options to support the deployment of advanced technology vehicles, and to promote Alternative Mobility Options. This program currently provides vouchers to low-income participants. In addition, with a qualifying purchase, participants can receive an additional voucher which will assist in providing EVSE support.

The Financing Assistance Project, as well as the other equity projects in the Funding Plan, follow SB 535's direction that some investments must benefit California's disadvantaged communities as defined by the California Environmental Protection Agency (CalEPA) based on geographic, socio-economic, public health, and environmental hazard criteria. CalEPA's California Communities Environmental Health Screening Tool (CalEnviroScreen 4.0)⁴ assesses all census tracts in the State to identify areas disproportionately burdened by and vulnerable to multiple sources of pollution. Using this tool, the project will help CARB meet its AB 1550 targets for projects located in disadvantaged communities, low-income communities, and low-income households. This project will also reduce GHG, criteria pollutant, and toxics emissions. Important co-benefits of this project include improved public health from reduced pollution exposure, transportation-cost savings, increased household economic stability, increased connectivity to destinations, reduced traffic congestion, and increased environmental sustainability.

This project also incorporates the findings of CARB's SB 350 Low-Income Barriers Study: Overcoming Barriers to Clean Transportation Access for Low-Income Residents⁵ (SB 350 Report). This study identified barriers that lower-income residents and

² "Addendum to Proposed FY 2021-22 Funding Plan for Clean Transportation Incentives" https://ww2.arb.ca.gov/sites/default/files/2021-12/addendum_fy21-22_funding_plan_clean_transportation_incentives.pdf

³ "Draft Regulation Updates" https://ww2.arb.ca.gov/sites/default/files/2022-01/DRAFT%20CC4A%20Reg_%20For%20Posting_WORKSHOP%2001202022.pdf

⁴ www.calepa.ca.gov/EnvJustice/GHGInvest/

⁵ https://ww2.arb.ca.gov/sites/default/files/2018-08/sb350_final_guidance_document_022118.pdf

disadvantaged communities face in accessing clean transportation and mobility options, and specific recommendations to address them. Among other things, this study recommended assistance so lower-income consumers and disadvantaged community residents could afford clean vehicles, install home chargers, and participate in mobility options, such as ride sharing, car sharing, vanpooling, ride-hailing, bike sharing, or other clean transportation options.

III. AVAILABLE FUNDING

The Budget Act of 2022 and associate budget trailer bills includes \$381 million for clean transportation equity investments to help increase access to clean transportation and mobility options benefiting low-income and disadvantaged communities and low-income households consistent with the direction provided by SB 1275 and SB 350. This includes \$125 million to establish Statewide Clean Cars 4 All. Approved by the Board, total of \$80.5 million of FY 2022-23 appropriation and remaining funds from FY 2021-22 is allocated to the Financing Assistance project. An additional \$10 million may be available to support the implementation of the Zero-Emission Assistance Program (ZAP) to ensure proper consumer protection for program participants that obtain an electric vehicle. The selected grantee shall adhere to the 2018 Funding Guidelines of California Climate Investments (Funding Guidelines)⁶, or any updates provided to the Funding Guidelines in future years. The solicitation includes the option at CARB's discretion for new Grant Agreements for the following two fiscal years: FY 2023-24 and FY 2024-25.

There is no minimum match funding requirement, but voluntary match or in-kind funding will be considered in scoring the application. Funding from other public or private sources may be combined with CARB funds and must be identified in a project budget. Up to twenty percent of the approved amount eligible for projects may be used for the Programs' implementation by the selected third-party administrator (Grantee). Eligible applicants wishing to apply must submit an application to CARB no later than 5:00 p.m. (Pacific Daylight Time (PDT)) on March 24, 2023. More information regarding the application process can be found in Section IX, Application Instructions of this Solicitation.

IV. GENERAL TERMS AND CONDITIONS

- A. Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by authorized representatives of both Parties, and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the Parties.
- B. Americans with Disabilities Act (ADA) Language:** Grantee must ensure that all products and services submitted to CARB, uploaded, or otherwise provided to or funded by CARB, or offered to or made available to the public by the Grantee

⁶ <https://ww2.arb.ca.gov/resources/documents/cci-funding-guidelines-administering-agencies>

and/or by any of its contractors, subcontractors or subgrantees, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes and other written or graphic work prepared in the course of performance of this Grant, , as specified in any attached Exhibits (collectively, the “Work”), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the “Accessibility Requirements”). For any Work provided to CARB in PDF format, Grantee, along with its contractors, subcontractors and subgrantees, shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign). CARB may request documentation from the Grantee of compliance with the requirements described above and may perform testing to verify compliance. Grantee agrees to respond to and resolve any complaint brought to its attention regarding the accessibility of deliverables provided under this Grant. Grantee must bring into compliance, at no cost to CARB, any Work by Grantee, or its contractors, subcontractors, and subgrantees, not meeting the Accessibility Requirements. If Grantee fails to bring the Work into compliance with the Accessibility Requirements within five (5) business days of issuance of written notice from CARB, or within the time frame specified by CARB in its written notice, then Grantee will be responsible for all costs incurred by CARB in bringing the Work into compliance with the Accessibility Requirements. Grantee agrees to respond to and resolve any complaint brought to its attention regarding the accessibility of deliverables provided under this Grant Agreement for a period of one year following delivery of the final deliverable under this Grant Agreement. Deviations from the Accessibility Requirements are permitted only by written consent by CARB.

- C. Assignment:** This Grant is not assignable by the Grantee, either in whole or in part, without the prior written consent of an authorized representative of the Grantor in the form of a formal fully executed written amendment.
- D. Audit:** Grantee agrees that CARB, the California Department of General Services, the California Department of Finance, the Bureau of State Audits, or any of their respective designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years from the date of termination, cancellation, or expiration of this Grant, unless a longer period of records retention is determined necessary by CARB or any state designated representative. Grantee agrees to allow such California designated representatives (including auditors) 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, Grantee agrees to include in all subgrant agreements, contracts, and subcontracts, language identical to or similar to this paragraph to ensure Grantor has the ability and right to audit records and conduct interviews of any and all subgrantees, contractors, and

subcontractors in relation to performance and use of funds under this Grant Agreement.

- E. Authority:** Each person executing this Grant Agreement on behalf of a Party represents that he or she is duly authorized to execute and deliver this Grant Agreement on the Party's behalf.
- F. Availability of funds:** Grantee acknowledges, agrees, and understands that Grantor'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 and no obligation to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement or for any other reason.
- G. Compliance with the law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors, subcontractors, and subgrantees to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- H. Confidentiality:** No record which has been designated as confidential by CARB, shall be disclosed by the Grantee.
- I. Confidentiality and data security:** Except as required by applicable law, or as otherwise expressly authorized by this Grant Agreement, Grantee shall not disclose to any third party any record which CARB has designated as confidential. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act (California Government Code Section 6250 et seq.) or other law, the Grantee shall give CARB at least 10 calendar days written notice prior to any planned disclosure, and Grantee shall not object to CARB seeking a court order preventing disclosure. It is expressly understood and agreed that information the Grantee collects on behalf of the Grantor or from a third party in performing its obligations under this Grant Agreement may be deemed confidential by the Grantor. Therefore:

 1. All information or data gathered pursuant to this Grant shall be held confidential and released only to CARB or other entities as CARB may specify in writing.
 2. The Grantee certifies that it has appropriate systems and controls in place to ensure that Grant funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright or other intellectual property laws.
 3. Information or data, including but not limited to personally identifiable information (PII) and all application records and supporting documentation

that personally identifies or describes 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, records, applications, and data which comes into its possession under this Grant Agreement in perpetuity, and shall not release or publish any such information, records, data, or application records without first obtaining in each instance the advance written approval of an authorized representative of CARB.

4. The Grantee must observe complete confidentiality with respect to such information or data collected pursuant to this Grant, including without limitation, agreeing not to disclose or otherwise permit access to such information or data by any person or entity in any manner whatsoever unless such disclosure is required by law or legal process.
5. The Grantee must acknowledge the confidential nature of such information and ensure by agreement or otherwise that the Grantee, its employees, contractors, subcontractors, subgrantees, affiliates, officers, agents, and assigns are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
6. The Grantee must ensure that the Grantee's employees, contractors, subcontractors and subgrantees are informed of the confidential nature of any shared information or data and ensure by written agreement that such individuals and entities are prohibited from (i) copying, revealing, or utilizing such information or data (or any parts thereof) for any purpose other than fulfillment of this Grant, and (ii) from taking any action otherwise prohibited under any provision or section of this Grant Agreement.
7. The Grantee shall limit access to information and data gathered pursuant to this Grant only to necessary employees to perform their job duties in fulfillment of the Grant Agreement provisions.
8. The Grantee must not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration.
9. The Grantee must notify the Grantor promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof, by any person other than those authorized by this document.
10. The Grantee must adhere to all CARB confidentiality, disclosure, and privacy policies.

11. The Grantee must treat all information, deliverables, and work products developed or collected pursuant to this Grant as confidential. All information, deliverables, and work products cannot be disclosed in any form to any third party without first obtaining the written consent of an authorized representative of CARB or except as otherwise authorized by this Grant Agreement.
12. The Grantee must not use, without CARB written approval, any CARB materials, data, information, PII or documentation for any purpose other than for the sole purpose of performing Grantee's duties and obligations under this Grant Agreement.
13. At the conclusion of the engagement or upon termination of this Grant Agreement, the Grantee shall surrender all information in any form developed or collected pursuant to this Grant.
14. If the Grantee suspects loss or theft, the Grantee must report any lost or stolen information, data, or equipment developed or collected pursuant to this Grant to CARB immediately and to state or federal officials where required by applicable laws.
15. The Grantee must provide CARB all pass phrases/passwords used for private keys to encrypt data used, produced, or acquired in the course of performing duties under this Grant Agreement.
16. The Grantee must sign all non-disclosure and confidentiality agreements as provided by CARB and shall require employees, contractors, and subcontractors to do the same when requested by CARB.
17. The Grantee agrees to notify CARB immediately of any security incident involving the information system, servers, data, or any other information developed or collected pursuant to this Grant. The Grantee agrees that CARB has the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that the Grantee shall cooperate fully in such investigations.
18. The Grantee agrees that it shall be responsible for all costs incurred by CARB due to a security incident resulting from the acts or omissions of Grantee or any of its employees, agents, officers, contractors, subcontractors or subgrantees, including any acts or omissions resulting in an unauthorized disclosure, release, access, review, or destruction of data or information; or loss, theft or misuse of information or data developed or gathered pursuant to this Grant. If the Grantee experiences a loss or breach of data, the Grantee shall immediately report the loss or breach to CARB and, where required by applicable law, to state or federal officials. If applicable law requires, or if CARB determines, that notice to

the individuals whose data has been lost or breached is needed, then the Grantee shall provide all such notification and will bear any, and all costs associated with the notice, or any mitigation selected by CARB. These costs include, but are not limited to, staff time, material costs, postage, media announcements, credit monitoring for impacted individuals, and other identifiable costs associated with the breach or loss of data.

19. If the Grantee believes disclosure of a confidential record may be required under the California Public Records Act, the Grantee shall first give CARB at least 10 calendar days advance written notice prior to any planned disclosure so that CARB can seek, solely at CARB's discretion, an order preventing disclosure from a court of competent jurisdiction. The Grantee agrees that it shall immediately notify and work cooperatively with CARB to respond timely and correctly to any, and all public records requests.
20. The Grantee shall ensure that confidential, sensitive, and/or PII information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.
21. Grantee assumes all responsibility and liability for the security and confidentiality of the PII and confidential information under its control.
22. Rights to data: Grantee acknowledges, accepts, and agrees that as between Grantee and Grantor, all rights, including all intellectual property rights, in and to PII, data, information, documentation, and materials shall remain the exclusive property of the Grantor, and Grantee has a limited, non-exclusive license to access, and use said information as provided to Grantee solely for performing its obligations under the Grant Agreement. Nothing herein shall be construed to confer any license or right to said PII, data, documentation, materials, or information, including user tracking and exception data, by implication, estoppel, or otherwise, under the copyright or other intellectual property rights, to any third party. Unauthorized use of said information by Grantee or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored, or transmitted by any Grantee or third-party service, for unrelated or commercial purposes, advertising, or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized by Grantor.
23. Grantee certifies, represents, and warrants that:
 - i. Its data and information security standards, tools, technologies, and procedures are sufficient to protect such information and data.

- ii. Grantee is in compliance and shall remain in compliance at all times during the Grant Term with the following requirements and obligations:
 - 1) The California Information Practices Act (Civil Code Sections 1798 et seq.).
 - 2) Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Grantee's plan to correct any negative findings shall be made available to the Grantor upon request.
 - 3) Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third-party audit results and Grantee's plan to correct any negative findings and implementation progress reports shall be made available to the Grantor upon request; and
 - 4) Privacy provisions of the Federal Privacy Act of 1974.
- iii. Compliance with industry standards and guidelines applicable to the work performed under the Grant Agreement. Relevant security provisions may include but are not limited to: the Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.

J. Conflict of interest: The Grantee certifies that it is, and shall remain, in compliance with all applicable State and federal conflict of interest laws during the entire Term of this Grant Agreement. The Grantee will have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially perform under, or complete the tasks described in, this Grant. The Grantee must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Grant Term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in the Grantee's ability to perform the Grant. The Grantee must immediately advise CARB in writing of any potential new conflicts of interest throughout the Grant Term.

K. Construction: This Grant Agreement shall not be construed more strongly against either Party regardless of who is more responsible for its preparation.

- L. Cumulative remedies:** The rights and remedies of the Parties to this Grant Agreement, whether pursuant to this Grant Agreement or in accordance with law, shall be construed as cumulative, and the exercise of any single right or remedy shall constitute neither a bar to the exercise of nor the waiver of any other available right or remedy.
- M. Disadvantaged communities:** The Grantee, for the purposes of this program and all projects, will designate disadvantaged communities, as identified by CalEnviroScreen 4.0. The identified disadvantaged community census tracts are available at: <https://oehha.ca.gov/calenviroscreen/report/calenviroscreen-40>.
- N. Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management will work in good faith with CARB staff and management to resolve any disagreements or conflicts arising from the implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with CARB staff shall be subject to resolution by the CARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the Parties may have under law.
- O. Environmental justice:** In the performance of this Grant Agreement, the Grantee shall 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, cultures, and income levels, including minority populations and low-income population 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, and federal laws.
- P. Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit the tracing of Grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of California law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
1. Grantee shall not commingle Grant funds with any other accounts, revenues, grants, donations, or funds. Maintain all Grant funds in a separate bank account designated specifically for the purposes of carrying out the obligations of this Grant Agreement. The bank account must be held in the name of the Grantee (the official non-profit corporate name, and not a dba), and no other person or entity. Grant funds are not the assets of the Grantee and shall not be used, obligated, or relied upon for any purposes other than those purposes and uses set out in this Grant

Agreement. Grant funds shall not be used as collateral for or an obligation to any debt, loan or other commitments of Grantee, its officers, agents, assigns, contractors, subcontractors, subgrantees or affiliates. Grantee shall ensure that the Grantor is designated in writing as a third-party beneficiary of all bank accounts in which Grant funds are maintained.

- Q. Force majeure:** Neither CARB nor the Grantee must be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, flood, earthquakes, or other physical natural disasters. If either Party intends to invoke this clause to excuse or delay performance, the Party invoking the clause must provide written notice to the other Party immediately but no later than within fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that Party from or delaying that Party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause, in which case, Grantee shall immediately return all remaining Grant funds to CARB, cease all expenditure of Grant funds, and turn over all documents, records, deliverables intellectual property and other information in relation to this Grant.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a Party from liability for an obligation which arose before the occurrence of that event nor is any Party relieved from those obligations which survive termination of the Grant Agreement.

- R. Funding Limitation:** Grantee is prohibited from using or authorizing the use of CARB funds to aid or support any religious creed, sect, church, or sectarian purpose pursuant to California Constitution, article XVI, section 5. Grantee is also prohibited from using or authorizing the use of CARB funds to aid or support a sectarian or denominational school or any school not under the exclusive control of the officers of the public schools pursuant to California Constitution, article IX, section 8. CARB reserves the right to obtain additional information from applicants and Grantees to determine compliance with California Constitution, article XVI, section 5, and article IX, section 8. Failure to provide any requested information may result in the denial of Grant funding or termination of an existing Grant Agreement.
- S. Governing law and venue:** This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. CARB 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.

- T. Grantee's responsibility for work:** The Grantee shall be responsible for all work performed pursuant to this Grant Agreement, including but not limited to work performed by any of Grantee's agents, employees, representatives, affiliates, suppliers, contractors, subcontractors, or subgrantees. The Grantee shall be responsible for any, and all disputes arising out of its contract for work performed in relation to, as a result of, or as a consequence of this Grant, including, but not limited to, payment disputes with contractors, subcontractors, subgrantees, employees, agents, affiliates, suppliers and providers of services. Grantor will not mediate disputes between the Grantee and any other entity concerning responsibility for the performance of work performed pursuant to this Grant Agreement. The Grantee shall only distribute Grant funds on a reimbursement basis. Grantee shall not use Grant funds for advance payments to contractors, subcontractors, service providers, suppliers, subgrantees, or other third parties.
- U. Indemnification:** The Grantee agrees to indemnify, defend, and hold harmless the State of California, CARB, and CARB officers, Board members, employees, agents, representatives, and successors-in-interest against, for and from any and all liabilities, losses, and expenses, including reasonable attorneys' fees, from any and all claims for injury or damages arising out of, resulting from or related to any actions or inactions Grantee or any of its contractors, subcontractors, subgrantees, affiliates, employees, officers, agents and assigns, including but not limited to the operation of any equipment, vessels, vehicles or engines purchased, acquired, developed, modified or used with Grant funds.
- V. Independent actor:** The Grantee, its agents, employees, affiliates, contractors, subcontractors, suppliers, subgrantees, officers, and assigns, if any, in their, its, his, or her performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of CARB or the State of California.
- W. Insurance Requirements:** The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. No payments will be made under the Grant until the Grantee fully complies with all insurance requirements.

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.

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:

- i. **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 a claim is made, or a suit is brought subject to the 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.

 - j. **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.

 - k. **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.

 - l. **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.
- X. Nondiscrimination:** During the performance of this Grant Agreement, the 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 sex, race, religious creed, color, national origin, ancestry, physical

disability , mental disability, genetic information, sexual orientation, sex, gender, gender identity, gender expression, veteran or military status, medical condition, (including HIV and AIDS) marital status, age (over 40) 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 Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents, and assigns shall ensure that the evaluation and treatment of all employees and applicants for employment are free from and not subject to such discrimination and harassment. The 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 12990 (a)-(f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 7285 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 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors, subcontractors, subgrantees, affiliates, employees, agents, and assigns shall give written notice of their, its, his, her obligations under this clause to labor organizations with which there exists a collective bargaining or other agreement. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts, agreements, and subcontracts to perform work under this Grant Agreement.

- Y. No third-Party rights:** This Grant Agreement does not create, and nothing stated in this Grant Agreement creates 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.
- Z. Order of precedence:** In the event of any inconsistency between the exhibits, attachments, specifications, or provisions which constitute the Grant Agreement, the following order of precedence shall apply:
1. Grant Agreement Cover Sheet
 2. Exhibit A – Grant Provisions
 3. Exhibit B – General Terms and Conditions
 4. EXHIBIT C – Work Statement
 5. Exhibit D – Grant Solicitation Package
 6. All other Exhibits incorporated into the Grant Agreement as listed on the Grant Agreement Cover Sheet.
- AA. Ownership:** Ownership: All information, data, documents, intellectual property, including but not limited to webpages received, managed, or generated by the Grantee under this Grant Agreement is the property of CARB. No such information, data, documents, or intellectual property shall be released to any third party without CARB's advance written approval. Notwithstanding the above,

in the event Grantee is required by deposition, interrogatory, subpoena, or request for documents under the California Public Records Act to disclose information or data received or generated under this Grant Agreement, Grantee shall provide CARB a prompt written notice prior to disclosure with sufficient time for CARB to challenge or stay any release in an appropriate court of law.

- BB. Paragraph Headings:** The headings and captions of the various paragraphs, subparagraphs, and sections hereof are for convenience only, and they shall not limit, expand, or otherwise affect the construction or interpretation of this Grant Agreement.
- CC. Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by and comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861), including but not limited to those provisions requiring the payment of not less than the specified prevailing rate of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of any work under or for this Grant. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the provisions of Labor Code Sections 1720-1861 are being met.
- DD. Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services or conduct work under this Grant Agreement where such services are called for and licensed professionals are required for those services under California law.
- EE. Russian Sanctions:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. Grantee, its contractors, subcontractors, subgrantees, employees, agents, affiliates, and assigns, are each required to comply with Executive Order N-6-22. Failure to comply is a breach of this Grant Agreement and grounds for termination. Unless otherwise authorized or exempt, transactions by U.S. persons or in the United States are prohibited if they involve transferring, paying, exporting, withdrawing, or otherwise dealing in the property or interests in property of an entity or individual listed on the Office of Foreign Asset Control's (OFACs) SDN List. The property and interests in property of an entity that is 50 percent or more owned, whether individually or in the aggregate, directly or indirectly, by one or more persons whose property and interests in property are blocked pursuant to any part of 31 C.F.R. chapter V are also blocked, regardless of whether the entity itself is listed. Failure to comply could result in civil monetary penalties of up to the greater of \$250,000 or twice the amount of the underlying transaction may be imposed administratively against any person who violates, attempts to violate, conspires to violate, or causes a violation of E.O. 13660, E.O. 13661, E.O. 13662, E.O. 13685, or the Regulations. Refer also to the U.S. Department of the Treasury website: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs->

[and-country-information/ukraine-russia-related-sanctions.](#)

- FF. Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity, and enforceability of the remaining provisions, or portions of those provisions, will not be affected.
- GG. Survival:** Those terms, conditions, provisions, and exhibits which by their nature should survive termination, cancellation, or expiration of this Grant Agreement, shall so survive, including but not limited to those sections pertaining to indemnity, insurance, recordkeeping, audit, return of funds, data security, confidentiality, transition, ownership, and the general provisions
- HH. Termination:** CARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Award, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- II. Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- JJ. Waiver of Rights:** 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.

V. ADVANCE PAYMENT

Consistent with the Legislature's direction to expeditiously disburse grants, CARB in its sole discretion may provide advance payments of grant awards in a timely manner to support program initiation and implementation with a focus on mitigating the constraints of modest reserves and potential cash flow problems.

Grantee acknowledges that CARB has finalized Advance Payment regulations which become effective on January 1, 2021. Grantee agrees that this Agreement and all advance payment requests will comply with these regulations, which can be found at: 17 California Code of Regulations (C.C.R.) Sections 91040-91044.

Recognizing that appropriate safeguards are needed to ensure grant monies are used responsibly, CARB has developed the grant conditions described below to establish control procedures for advance payments. CARB may provide advance payments to grantees of a grant program or project if CARB determines all of the following:

- a. The advance payments are necessary to meet the purposes of the grant project.

- b. The use of the advance funds is adequately regulated by grant or budgetary controls.
- c. The request for application or the request for proposals contains the terms and conditions under which an advance payment may be received consistent with this section.
- d. The Grantee is either a small air district or the Grantee meets all of the following criteria:
 - i. Has no outstanding financial audit findings related to any of the moneys eligible for advance payment and is in good standing with the Franchise Tax Board and Internal Revenue Service.
 - ii. Agrees to revert all unused moneys to CARB if they are not liquidated within the timeline specified in the grant agreement.
 - iii. Submits a spending plan to CARB for review prior to receiving the advance payment.
 - iv. The spending plan shall include project schedules, timelines, milestones, and the Grantee's fund balance for all state grant programs.
 - v. CARB shall consider the available fund balance when determining the amount of the advance payment.
 - vi. Reports to CARB any material changes to the spending plan within 30 days.
 - vii. Agrees to not provide advance payment to any other entity.
- e. In the event of the nonperformance of the Grantee, CARB shall require the full recovery of the unspent moneys. A Grantee shall provide a money transfer confirmation within 45 days upon the receipt of a notice from CARB.
- f. The Grantee must complete and submit to CARB for review and approval, an Advance Payment Request Form, along with each grant disbursement that is requesting advance payment. The Advance Payment Request Form shall be provided by CARB to the Grantee after the grant execution.
- g. Grantee must also submit a certification to CARB pursuant to 17 C.C.R. Section 91043 for each advance payment request.
- h. CARB may provide an advance of the direct project costs of the grant, if the program has moderate reserves and potential cash flow issues. Advance payments will not exceed the Grantee's interim cash needs.
- i. The grantee assumes legal and financial risk of the advance payment.
- j. Grantee shall place funds advanced under this section in an interest-bearing account. Grantee shall track interest accrued on the advance payment. Interest earned on the advance payment shall only be used for eligible grant-related

expenses as outlined in the Grant Provisions, Exhibit A or will be returned to CARB.

- k. Grantee shall report to CARB the value of any unused balance of the advance payment and interest earned and submit quarterly fiscal accounting reports consistent with Reporting requirements of this grant agreement.

Grantee shall remit to CARB any unused portion of the advance payment and interest earned within 90 days following the end date of this Grant Agreement term or the reversion date of the appropriation.

Options for New Grant Agreements

CARB, in its sole discretion, may award a new Grant Agreement for the following years under the same terms and conditions. The Grantee understands and agrees that there is no guarantee that subsequent Fiscal Year Grant Agreements will be awarded.

VI. PROJECT TIMELINE

A project budget and a project implementation plan must identify the project timeline, including a project completion date, anticipated by the applicant. Grant monies from FY 2021-22 must be encumbered by June 30, 2024, and expended by June 30, 2026; and FY 2022-23 funds must be encumbered by June 30, 2025, and expended by June 30, 2027. Therefore, projects applying to this solicitation must plan to be completed by February 30, 2026, with final reporting submitted and approved by March 30, 2026.

Applicants need to be aware that the length of the project timeline depends on the project, grant agreement execution, and the date the last loan has been fully repaid. For example, the applicant must include the term of the loan or in the case of a loan loss reserve the associated loan that utilizes the loan loss reserve as a financing instrument, the term of the agreement is until the final payment under the consumer loan is repaid. At CARB's sole discretion, alterations may be required to the project budget and the administration plan timeline.

VII. ELIGIBILITY

This competitive solicitation is open to federal, State, or local government entities or agencies, and California nonprofit organizations⁷ with expertise in implementing a financial assistance program, a grant program, and general knowledge of CARB's clean vehicle programs. Specific requirements for the Grantee are described in this solicitation and the Draft Sample Grant Agreement (Sample Grant Agreement) (Appendix B).

Eligible applicants must meet all applicable requirements of State laws and regulations, the AQIP Guidelines, the FY 2021-22 and FY 2022-23 Funding Plans, and this

⁷ California-based non-profit organizations must at all times be registered with and in active/good standing with the California Secretary of State.

solicitation. To be considered for the grant award, applicants must fully complete the 2022-23 Application (Appendix A) and demonstrate that they meet the Required Elements (see Section XI of this solicitation). The applicant must be in good standing with the Franchise Tax Board and Internal Revenue Service. CARB may request clarification regarding application responses during the application review process.

VIII. SCOPE OF WORK

The Grantee, under guidance and in collaboration with CARB, is responsible for establishing a user-friendly and comprehensive program for processing applications using the criteria of a needs-based model, as defined by CARB; the day-to-day and on-the-ground implementation of distributing vehicle price buy-down grants for eligible clean vehicles; facilitating access to loans for the purchase or lease of an advanced technology clean vehicle; and coordination of dismantling eligible vehicles. The scope of the work includes but is not limited to the following tasks. Any requirements identified below are minimum requirements and are not comprehensive:

- A. Provide a user-friendly application processing platform for both Statewide CC4A and Financing Assistance capable of integrating with other CARB incentive programs, such as the Clean Vehicle Rebate Project (CVRP) and Access Clean California, that prevents duplicative work for eligible programs participants.
- B. Develop a detailed plan to implement the program based on the needs-based model criteria, as defined by CARB, that provides priority applicants expeditious application processing, case management support, and funding assurance throughout the process.
- C. Throughout the grant term and in consultation with CARB, grantee must develop, update, and finalize both the Terms and Conditions and the Project Implementation Plan for program participants, participant dealers, and participant vehicle dismantlers.
- D. Collaborate and partner with CARB's other vehicle purchase incentive program administrators such as CVRP and Access Clean California to facilitate application integration, income verification, and incentive stacking.
- E. Provide diversified loan options through partnerships with various financial institutions across the State.
- F. Develop consumer-focused curricula for clean vehicle technology and financial education. Develop specific mechanisms to support applicants throughout the process via case management, guidance, and education services. (See Table 1)
- G. Collaborate closely with Community-Based Organizations (CBOs) and other local or tribal communities to bring incentives to the residents of hard-to-reach disadvantaged communities and priority populations across the State.

- H. Collaborate closely with the Bureau of Automotive Repair (BAR), certified dismantlers, and dealerships.
- I. Collaborate and partner with CARB and other State EVSE programs for installation and charge card distribution.
- J. Provide eligible lower-income consumers with all the following:
 1. Low-Interest Loan: the project sets a capped interest loan, at a rate directed by CARB.
 2. Provide maximum eligible vehicle price buy-down grant for each application based on different program criteria. If the price of the vehicle is less than a vehicle price buy-down, the price buy-down cannot exceed the price buy-down amount minus \$1,000. At CARB’s discretion, the types of eligible vehicles, grant amounts, and income thresholds may change during the term of the project and will be included in the grant agreement.
 3. For a BEV/PHEV purchaser, provide a grant for the purchase and installation of EVSE or related infrastructure expenses, such as electrical panel updates. If infrastructure cannot be installed at the consumer’s residence, a portion of the funding may go toward subsidizing the cost of electricity from public charging stations in the form of a charge card. Funding amounts may be changed at CARB’s discretion.
 4. Education and Outreach: provide the consumer with financial and vehicle technology familiarization training (See Table 1) and provide customers with vehicle purchasing assistance.
- K. Support develop and implement the Zero-Emission Assistance Program (ZAP) to provide battery assurance to the Statewide CC4A and Financing Assistance programs participants.

Table 1: Fiscal and Vehicle Technology Familiarization Training

Subject	Topics include but are not limited to the following:
Financial	Money Smart Adult Financial Education Curriculum similar to the Federal Deposit Insurance Corporation modules found at: https://www.fdic.gov/resources/consumers/money-smart/index.html Introduction to bank services <ul style="list-style-type: none"> • Introduction to credit • Rights as a consumer • How your credit history will affect your credit future • Know what you’re borrowing before you buy • Vehicle expenses (payments, insurance, fuel, maintenance, battery replacement costs)
Vehicle	<ul style="list-style-type: none"> • Basic auto maintenance • Vehicle safety (tire, proper maintenance) and care • Fluid level check • Electrical System

	<ul style="list-style-type: none"> • Lubrication System • Fuel System • Advanced technologies including battery technology, useful life, warning indicators, charging needs • Retiring vehicle through certified BAR vehicle dismantlers
Infrastructure	<ul style="list-style-type: none"> • Charging infrastructure options

- L. Grantee must coordinate administration of the program with CARB’s other transportation equity projects including, but not limited to, CC4A, CVRP, Clean Mobility Options/Car Sharing projects, Access Clean California, and other ZEV and ZEV infrastructure incentive programs. The additional resources required for alignment with these may require additional funds that must be considered in the proposed project budget.
- M. Develop an outreach strategy that demonstrates effective partnership with diverse CBOs across the state. In collaboration with partners and in consultation with CARB, prepare outreach and educational strategies and materials that are clear and effective. Develop and tailor outreach strategies consistent with socio-demographics and needs of different regions and communities with partners. Oversee the execution of statewide public outreach necessary for the project to be successful. Outreach should target lower-income consumers with an emphasis on disadvantaged and low-income communities in partnership with CBOs, as well as California tribes and communities that have not benefited from State incentives proportionately. Grantee must also coordinate outreach efforts with the administrators of CC4A, CVRP, Clean Mobility Options/Car Sharing projects, and Access Clean California. The Grantee shall clearly identify an outreach plan that contains, at a minimum:
1. The types of outreach to be included, printed materials, web-based content, multimedia tools, video, et cetera. Outreach materials must be approved by CARB prior to use.
 2. A strategy to partner with and support organizations and groups that are representative of disadvantaged and low-income communities. These groups, tribes, and organizations should be connected to a network of similar organizations, culturally relevant institutions, community service providers, regional or centralized community based-organizations, local air districts, utility groups, or community colleges, to provide education, technical assistance, ride, and drive opportunities, et cetera.
 3. The scope of community events and geographic locations that will be attended to promote the Statewide CC4A and Financing Assistance projects and educate the public on advanced technology clean vehicles.
 4. A strategy to engage lower-income consumers through activities relevant to the communities being served. This should include the use of language-specific and culturally appropriate outreach and education materials.
 5. A strategy to align outreach efforts and coordinate messaging between CC4A, CVRP, and Access Clean California. The goal is for the consumer to receive clear messaging regarding how these complimentary programs can

get them into an advanced technology vehicle.

- N. Grantee must facilitate the selection and purchase/lease of the advanced technology clean vehicle:
1. New or used advanced technology clean vehicle with 75,000 original miles or less.
 2. Ensure vehicle inspection is completed by a licensed automotive mechanic and is provided to the consumer prior to purchase.
 3. As part of consumer protection, ensure the vehicle has no outstanding recall notices. If there is a recall notice(s), the vehicle must be fixed before the vehicle can be purchased (see: <https://www.recalls.gov/nhtsa.html>).
 4. Distribute vehicle price buy-down payments to the dealership for the consumer's purchase or lease transaction.
 5. Offer an option for ZEV purchases, if available, an extended vehicle warranty, a battery warranty, or a battery replacement option if no alternative option is available.
- O. Grantee must ensure the consumer meets all applicable Statewide CC4A and Financing Assistance Programs requirements:
1. Consumer must meet the household income as defined by CARB, in the grant agreement.
 2. Consumer must reside in California.
 3. Consumer must complete a vehicle technology familiarization training and those applying for low-interest loans must complete a financial training prior to receiving financial assistance.
 4. Consumer must have a minimum loan or down payment of \$1,000.
 5. Consumer must possess a valid California Class C driver's license.
- P. Grantee must work with CARB to determine income verification requirements to align with and complement other programs, such as CC4A, CVRP, and Access Clean California.
- Q. Grantee must work with CARB to administer additional consumer requirements once the vehicle is purchased:
1. Consumer must register the vehicle in California.
 2. Consumer must purchase and maintain the minimum required automotive insurance. In California, drivers must carry liability insurance of \$15,000 for injury/death to one person, \$30,000 for injury/death to more than one person, and \$5,000 for damage to property.
 3. Consumer must reside and own the vehicle in California at a minimum for 30 months.
 4. Consumer must agree to complete a survey annually.

R. Ongoing Grantee responsibilities:

1. Establish and maintain project records that include consumer details (Federal Poverty Level, address, census tract, disadvantaged community designation, etc.) and assistance details (vehicle type, loan amount, interest rate, term, price buy-down amount, EVSE, training, etc.),
2. Survey the consumer annually for the term of the loan and at the end of the loan, or at 30 months, provide a summary of responses which includes survey statistics.
3. Establish a process to track and enforce measures for defaulted loans or returned vehicles, cancellations, et cetera.
4. For a direct loan model: track status of each loan throughout loan term, defaults, and transactions.
5. For a loan loss reserve (LLR) model: track premiums, defaults, and transactions associated with the LLR account. For an LLR, CARB requires the LLR premiums up to twenty percent of the loan amount. Note that in an LLR account project, once all loans guaranteed by the LLR account have been repaid, the Grantee must return to CARB the premium contributions funded in the lender's LLR accounts made on behalf of the borrower and lender.
6. Track and report vehicle and consumer information, track expenditures by grant award, fiscal year, and funding sources.
7. Track and report interest earned on grant funds.
8. Provide CARB with access to all projects' records including, but not limited to, loan, consumer information, vehicle price buy-down, EVSE documentation, and retired vehicle information. For vehicle price buy-down, provide vehicle details (make, model, model year, mileage at purchase, et cetera) and access to the financial assistance checks, upon request.

S. Develop program-related user-friendly public webpages or a CARB-approved third-party webpage with the ability to integrate and/or communicate with the Access Clean California platform. In addition, must be tailored to address barriers in SB 350 Report. Webpages must include, at a minimum:

1. List of types of eligible vehicles and each vehicle type's vehicle price buy-down amount.
2. Contact information and applicable documents and forms related to the project.
3. Links to other CARB incentive programs (i.e., EFMP Plus-up/CC4A, CVRP, Clean Mobility Options/Car Sharing projects, Access Clean California).
4. Meet Web Content Accessibility Guidelines 2.0, levels A and AA, or other standard as prescribed by CARB.

T. Develop and routinely update an Implementation Manual that includes policies and procedures and a flow chart that describes the Grantee's administrative action for conducting financial and vehicle familiarization training, processing

consumer paperwork and the loan approval process, as well as the process for retiring an eligible vehicle. CARB may at any time require the Grantee to update their Implementation Manual to reflect any changes made since the plan was last approved. This Manual will provide necessary definitions, explanations, and processes associated with the project's minimum requirements, and may be periodically updated as needed to clarify project requirements and improve project effectiveness.

- U. 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 third year of record retention, the Grantee must submit all project records to CARB. Hardcopy of electronic records is suitable. Acceptable forms of electronic media include hard drives, CDs, DVDs, and flash drives. Other forms of electronic media may be allowed based on prior written concurrence from CARB.
- V. Maintain copies of all disapproved applications.
- W. Develop and maintain accounting procedures to track expenditures by grant award and all Statewide CC4A and Financing Assistance projects funding sources.
- X. Establish a process for returned award funds as a result of uncashed checks, prorated returns, cancellations, etc.
- Y. Track vehicle price buy-downs per fiscal year, funding source, and issuance in lower-income and disadvantaged communities, in addition to any other tracking as identified by CARB.
- Z. Respond to public inquiries regarding the Statewide CC4A and Financing Assistance projects.
- AA. Provide Quarterly Status Reports to CARB documenting project fund expenditures (including match and in-kind funds), vehicles funded, outreach efforts, implementation challenges, and achievements.
- BB. Provide CARB with project Final Report that summarizes and evaluates total fund expenditures (including match and in-kind funds); vehicles funded, outreach efforts, implementation challenges, and recommended potential program improvements.
- CC. Upon request, provide CARB with all projects' records including but not limited to copies of vehicle price buy-down, issued loans information, EVSE checks, and retired vehicles data.

- DD. Develop a project transfer plan in a manner directed by CARB that includes, but is not limited to, the following tasks:
1. Loans processed and record of vehicle price buy-down for all projects consumers.
 2. Complete all tasks associated with closeout.
 3. Process for completing the current applications for loans and vehicle price buy-down for up to three months after closeout, to ensure a smooth transition to another administrator.
 4. If applicable, transfer Statewide CC4A and Financing Assistance projects data and website to a new Grantee/administrator selected by CARB according to the agreed upon transfer plan.
- EE. All information, data, and webpages received or generated under this solicitation are the property of CARB. No information or data received or generated under this agreement shall be released without CARB's approval. See the Sample Grant Agreement (Appendix B) for a more complete description of the duties and responsibilities of the Grantee and CARB.
- FF. Assess the influence of incentives on the used clean vehicle market.
- GG. Establish a reservation list if the project becomes oversubscribed and CARB determines a waiting list is appropriate. Grantee shall consult with CARB if the project becomes oversubscribed and CARB shall retain the right to specify the manner by which any oversubscription is handled.

IX. APPLICATION INSTRUCTIONS

This application packet (Appendix A) contains the forms and information necessary for the submittal of a complete application. CARB will select a Grantee in compliance with the AQIP Guidelines, applicable State law, and the scoring criteria identified in this solicitation.

If you need this document in an alternate format or language, please contact Mr. Ali Koohestani at (279) 208-7153 or Ali.koohestani@arb.ca.gov. TTY/TDD/Speech to Speech users may dial 711 for the California Relay Service.

An application package consists of one signed original, four copies, and one compact disk (CD) or flash drive of the application and all required documents. In place of a CD, an applicant can email an electronic copy of the application documents to Mr. Ali Koohestani Ali.koohestani@arb.ca.gov however, an original signed hardcopy and copies must be submitted by mail. Applications submitted by U.S. Postal Service must be postmarked no later than **March 24, 2023**. Items delivered by another delivery service provider other than U.S. Postal Service must be received by CARB no later than **March 24, 2023** (delivery service provider tracking number may be used to verify date of receipt).

Application packages should be mailed to:

Ali Koohestani
California Air Resources Board
Mobile Source Control Division
Post Office Box 2815
Sacramento, California 95812

Please send an email to Ali Koohestani, Ali.koohestani@arb.ca.gov confirming the application has been mailed or hand-delivered to CARB. CARB will send a confirmation email to the applicant once the hard copy of the application has been received. Please note applications will not be accepted at the El Monte office.

CARB strongly encourages applications to be accurate, brief, and clear. Applications will be initially screened for completeness. Applications must include all the required elements identified in Section XI of this solicitation. An incomplete application will be rejected.

Please do not include in the application any personally identifiable information such as project staff home addresses, personal phone numbers, or personal email addresses.

Solicitation Timeline*

Key Actions	Dates	Time (PDT)
Public Release of Solicitation	February 22, 2023	N/A
Applicant Question Deadline	24 Hours Before Each Applicant Teleconference	No later than 5:00 p.m.
First Applicant Teleconference	March 3, 2023	11:00 – Noon
Second Applicant Teleconference	March 15, 2023	10:00 – 11:00
Application Deadline	March 24, 2023	No later than 5:00 p.m.
Posting Executive Summaries of Applications Received	March 30, 2023	N/A
Preliminary Grantee Selection	April 30, 2023	N/A
Return of Signed Grant to CARB	Within 10 calendar days of receipt	N/A

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

X. APPLICANT TELECONFERENCE

CARB will hold two Applicant Teleconferences at which time staff will be available to answer questions potential applicants may have regarding eligibility, application completion, and other requirements. The Applicant Teleconference will take place on:

First Applicant Teleconference:

Date: **March 3, 2023**

Time: **11:00 – Noon**

Zoom Registration link:

https://us06web.zoom.us/webinar/register/WN_pNLz3Y_ETxyVn6-DcUEZXw

Second Applicant Teleconference:

Date: **March 15, 2023**

Time: 10:00 – 11:00

Zoom Registration link: https://us06web.zoom.us/webinar/register/WN_GMmeWN-XSQCqt9-nKzfF1g

The Applicant Teleconference will be open to all interested entities. The intent of the Applicant Teleconference is to provide potential project applicants with an opportunity to ask clarifying questions regarding general application requirements or terminology definitions. Written questions submitted before the Applicant Teleconference will be given priority. Questions may be emailed to Ali.koohestani@arb.ca.gov. Questions may be submitted up to 5 p.m. one day prior to the Applicant Teleconference.

The questions and answers from the Applicant Teleconferences and any questions received via email will be posted on the CARB website, <https://www.arb.ca.gov/msprog/aqip/solicitations.htm>, or the solicitation may be re-solicited at CARB's sole discretion. CARB will not answer questions regarding this solicitation before and after the Applicant Teleconference. 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.

XI. REQUIRED ELEMENTS

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

Appendix A: Application

Attachment 1: Applicant General Qualifications

Attachment 2: Proposed Estimated Budget

Attachment 3: Project Implementation Plan

Attachment 4: Outreach and Education Strategy

Attachment 5: Applicant Resources to Implement the Project

Attachment 6: Conflict of Interest Declaration

Attachment 7: Confidentiality Statement

Attachment 8: Confidentiality Agreement

Attachment 9: STD. 204 Payee Data Record

Letters of support are optional and should be submitted as a part of the applicant's proposal.

XII. EVALUATION AND SCORING

CARB will evaluate each application based on the criteria described below. The maximum score is 100 points. The qualified applicant with the highest overall score will be selected as the Grantee. The selected applicant will be required to sign a Grant Agreement with CARB to fulfill the duties as Grantee (see Appendix B for a Sample Grant Agreement). CARB reserves the right, in its sole discretion, to cancel this solicitation and re-solicit or to direct funding to another project listed in the most current Funding Plan, or not fund any projects.

Scoring Criteria	Total Points Possible
Applicant Qualifications	20
Proposed Budget	25
Project Implementation Plan	25
Outreach and Education Strategy	20
Applicant Resources	10

A. Applicant Qualifications (Appendix A, Attachment 1) – Maximum- 20 points

Scoring will be based upon the applicant's ability to successfully act as the Grantee based upon its experience/expertise in administering vehicle purchase incentive programs and financing programs (which includes, but is not limited to, lending institutions, banks, credit unions, or community development financial institutions), grant programs, and administering successful direct community outreach and education to lower-income consumers. The successful applicant should be able to demonstrate that they can fully implement the scope of work, in collaboration with CARB and its other incentive program administrators, BAR, CBOs, and other outreach partners. Applicant should also include qualifications for primary partners to demonstrate partner capabilities and experience. In addition, the applicant should demonstrate the capability to expand the program to a larger scale with additional funding.

Application Characteristics	Points Earned
Applicant lacks experience/expertise applicable to the projects requested and/or lacks relevant experience handling similarly sized funding projects.	0 – 5 points
Applicant demonstrates limited experience/expertise to complete the tasks required of the Statewide CC4A and Financing Assistance projects Grantee and/or has some relevant experience successfully running similarly sized funding programs.	6 – 10 points
Applicant demonstrates reasonable experience/expertise required to complete the tasks of the Statewide CC4A and Financing Assistance projects Grantee; relevant experience successfully running similarly sized and scoped funding programs; and experience developing partnerships with a diverse range of financial institutions, CBOs, and other incentive program administrators. Applicant includes primary partners within the scope of the application.	11-15 points
Applicant demonstrates extensive and strong experience/expertise required to effectively and successfully complete the tasks of the Statewide CC4A and Financing Assistance projects Grantee; significant relevant experience successfully running similarly sized and scoped funding programs; experience developing partnerships with diverse range of financial institutions, CBOs, and other incentive program administrators; and effective experience in responding to changes in funding availability and program scalability. Applicant includes primary partners within the scope of the application that demonstrate appropriate capability and experience.	16 – 20 points

**B. Budget and Match and/or In-Kind Contributions (Appendix A, Attachment 2)
– Maximum- 25 points**

Applicants must identify a clear and concise project budget for completing the tasks of the Statewide CC4A and Financing Assistance projects, consistent with the Sample Grant Agreement, a Project Implementation Plan (included as part of the application), and the requirements of this solicitation. The budget must include a cost breakdown per vehicle loan and incorporate all project funds needed to complete the tasks outlined in the scope of work (outreach, implementation, prevailing wages, insurance, etc.). If selected for funding, the project budget will be incorporated by reference as part of the Grant Agreement. Changes in the project budget, re-definition of deliverables, or extension of the project schedule may not be possible and should be avoided. In cases where minor changes are allowed, they must be approved in advance and in writing by CARB and may require a grant amendment. Costs associated with project implementation detailed in the Application must consider the time frame of the proposed project and may cover an increase in costs that take into account inflation or planned cost of living increases.

Match funding refers to funds contributed by the Grantee to the Statewide CC4A and

Financing Assistance projects to provide loans to eligible vehicles, vehicle price buy-down, EVSE grants, or other finance enhancement tools providing financial assistance to a lower-income consumer in retiring, purchasing, or leasing an advanced technology clean vehicle. In-kind services refer to goods or services contributed by the Grantee but not charged to the projects, but which help to meet the goals of the projects more effectively and efficiently. No minimum match funding is required, but voluntary match or in-kind funding will be considered in scoring the application. Funding from other public or private sources may be combined with CARB funds and must be identified in a project budget.

Application Characteristics	Points Earned
Budget is unclear and inconsistent with the applicant's Project Implementation Plan and the requirements of this solicitation or is insufficient to successfully complete the project. No or limited match funding, or no or limited in-kind support is committed.	0 – 5 points
Budget is clear, detailed, and consistent with the applicant's Project Implementation Plan and the requirements of this solicitation and is adequate to complete the project. Costs are represented clearly.	6 – 15 points
Budget is very clear, detailed, and consistent with the applicant's Project Implementation Plan, the requirements of this solicitation, and is adequate to complete the projects. Costs are represented clearly and are appropriate for the level and quality of work to be performed. The applicant's commitment for match and/or in-kind support will enable the program to be significantly more effective and efficient.	16 – 25 points

C. Project Implementation Plan (Appendix A, Attachment 3) – Maximum- 25 points

Applicants will be evaluated based on the completeness of their plan for implementing the Statewide CC4A and Financing Assistance projects, and the 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 VIII of this solicitation).

Tasks described under the Scope of Work and other tasks included in the applicant's proposal may include, but are not limited to the following:

1. Narrative that presents a clear and concise description of how the needs-based model in which the Statewide CC4A and Financing Assistance projects will efficiently be implemented and how key tasks and project flow will be completed.
2. Budget properly aligns with the implementation plan.

3. Project schedule with dates for each major task, necessary subtask, and milestones by which progress can be measured and payments are made from inception through project completion.
4. Plan for education (financial, vehicle, and EVSE familiarization, and consumer protections) to project participants.
5. Outreach plan that clearly identifies how the applicant will partner with and utilize CBOs and other outreach partners to target lower-income consumers, disadvantaged communities, tribes, and communities that may not have received State's clean vehicle incentives equitably, including offering multilingual options when appropriate.
6. Data the project will collect from initial and ongoing project consumer surveys; financing information (for example, loan and terms of loan, price buy-down amounts, etc.); vehicle retirement information; demonstration of educational requirements being met; identify consumers' demographic information, census tract, identifying if consumer is located in a disadvantaged or low-income community; and how this data will be reported to CARB.
7. For BEV and PHEV consumers, the process for issuing financial assistance for EVSE purchase and installation or issuance of charge cards, and the estimated projection number of EVSE units or charge cards to be purchased by the project.
8. Describe the long-term vision or goals to sustain or scale the program in the future.
9. Policies and procedures.
10. Flow charts of administering processes.
11. Process to track and enforce measures for defaulted loans, returned vehicles, or cancellations.
12. Reporting – Monthly activity reports, quarterly status reports, and final reports of each project separately.
13. Developing and maintaining accounting procedures to track expenditures for both projects separately.
14. Coordination with other CARB incentive programs (EFMP Plus-up/CC4A, CVRP, Access Clean California).
15. Plan for record retention and projects transfer plan.
16. Plan for addressing changes in funding availability and scalability of the project.

Application Characteristics	Points Earned
Project Implementation Plan is unclear and/or does not provide the highest impact for the funding provided.	0 – 5 points
Project Implementation Plan is complete, provides some details and recommendations for project development, implementation, and administration, and matches the budget.	6 – 10 points
Project Implementation Plan is complete; provides sound recommendations for effective and efficient project development, implementation, and administration; and includes a well-supported budget.	11 – 17 points
Project Implementation Plan is sound and well organized; tailors recommendations creatively and includes appropriate plans for successful implementation of the Statewide CC4A and Financing Assistance projects; provides recommendations for effective and efficient project development, implementation, and administration, and recommends high-impact activities that maximize the budget.	18 – 25 Points

D. Outreach and Education Strategy – Maximum- 20 points (Appendix A, Attachment 4)

Please provide your proposed outreach plan that adheres to the requirements listed in the Scope of Work (see Section VIII of this solicitation). The outreach and education plan must address:

1. How to identify and engage with hard-to-reach communities.
2. Strategies to collaborate closely with CBOs, local or tribal communities, and communities that have not benefited from State incentives proportionately and plan to bring incentives to the residents of hard-to-reach disadvantaged communities and priority populations across the State.
3. Strategies and plans to coordinate with other CARB's outreach programs such as Access Clean California, CVRP, and CC4A.

Application Characteristics	Points Earned
The applicant does not have a clear, creative, or complete outreach plan (as identified in the Project Implementation Plan). Applicant does not demonstrate understanding and experience for effective collaboration with CBOs or outreach partners. Applicant does not exhibit ability to develop partnerships.	0 – 5 points
The applicant has a relatively clear outreach plan (as identified in the Project Implementation Plan) that demonstrates understanding of consumers and the tools necessary to promote and further ZEV adoption goals. Applicant does not have a clear plan that includes partnerships.	6 – 10 points
The applicant has a clear, creative, and complete outreach plan (as identified in the Project Implementation Plan) that demonstrates an understanding of consumers and the tools necessary to promote and further ZEV adoption goals. Applicant’s plan marginally demonstrates adequate understanding of collaboration with CBOs and outreach partners to provide outreach tools for exposure and adoption of ZEVs in disadvantaged communities. Applicant exhibits ability to develop a range of partnerships.	11 – 15 points
The applicant has a very clear, creative, and complete outreach plan (as identified in the Project Implementation Plan) that demonstrates an understanding of consumers and the tools necessary to promote and further ZEV adoption goals. Applicant’s plan demonstrates understanding and experience in collaborating with CBOs and outreach partners to provide appropriate outreach and tools for exposure and adoption of ZEVs and charging infrastructure in lower-income and disadvantaged communities. Applicant has included a portfolio of partnerships with local or regional, state, tribal, and/or national organizations.	16 – 20

**E. Applicant Resources to Implement the Project (Appendix A, Attachment 5)
– Maximum- 10 points**

Scoring will be based on the applicant’s ability to successfully act as a Grantee and demonstrable staffing, infrastructure, funding, and other available resources.

Application Characteristics	Points Earned
Applicant lacks sufficient staff, expertise, infrastructure and/or funding resources to implement the Statewide CC4A and Financing Assistance projects effectively and successfully.	0 – 3 points
Applicant demonstrates sufficient staff, expertise, infrastructure and/or funding resources to implement the Statewide CC4A and Financing Assistance projects effectively and successfully.	4 – 6 points
Applicant clearly demonstrated sufficient staff, expertise, infrastructure and/or funding resources to implement the Statewide CC4A and Financing Assistance projects effectively and successfully.	7– 10 points

XIII. 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. 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

On the date that the Grant Agreement is signed, all applications and related material submitted in response to this solicitation become a part of the property of the State and public record.

E. Applicant's Admonishment

This solicitation contains the instructions governing the requirements for funding projects submitted by interested applicants, including the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and applicant responsibilities.

Applicants must take the responsibility to carefully read the entire solicitation, ask

appropriate questions in a timely manner, submit the application with all required responses in a complete manner 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 grant recipient's application shall be incorporated by reference into the final 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.

G. No Agreement Until Signed

No agreement between CARB and the successful applicant is in effect until the agreement is signed by the recipient and signed by the authorized CARB representative. Costs are only subject to reimbursement by CARB after execution; no costs incurred prior to execution of the 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 Conditions, 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.

I. Payment of Prevailing Wages

All applicants must read and pay particular attention to Appendix B, Sample Grant Agreement, Exhibit B (22) 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 complications.

J. Solicitation Cancellation and Amendments

CARB reserves the right to do any of the following:

- Cancel this solicitation.
- Revise the amount of funds available under this solicitation.
- Amend this solicitation as needed.
- Reject any or all applications received in response to this solicitation.

K. Insurance Requirements

The Grantee must comply with all requirements outlined in the (1) General Provisions section and (2) Insurance Requirements section. 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 expires 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.

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.

- e. 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.

XIV. DEFINITIONS

Descriptions offered below are for the purposes of this solicitation only.

“Battery Electric Vehicle (BEV)” means any vehicle that operates solely by use of a battery or battery pack, or that is powered primarily through the use of an electric battery or battery pack but uses a flywheel or capacitor that also stores energy produced by the electric motor or through regenerative braking to assist in vehicle operation.

“Confidentiality” means no record which has been designated as confidential by CARB or is the subject of a pending application of confidentiality may be disclosed by the Grantee.

“Consumer Protections” means any method, provision, or requirement designed to ensure that Statewide CC4A and Financing Assistance projects consumers accrue the full benefit of the financing assistance offered through the program.

“Electric Vehicle Supply Equipment (EVSE)” means a portable, pedestal-mounted, or wall-mounted unit that delivers electricity to BEVs or PHEVs, also referred to as electric vehicle infrastructure.

“Federal Poverty Level (FPL)” means the income level published in the poverty guidelines which are updated periodically in the Federal Register by the U.S. Department of Health and Human Services under the authority of 42 U.S.C. 9902(2).” See Federal Poverty guideline website for the current poverty levels, <https://aspe.hhs.gov/poverty-guidelines>.

2023 Poverty Guidelines for the 48 Contiguous States and The District of Columbia

Persons in the Family/Household	100% Poverty Guideline	300% Household Poverty Guideline
1	\$14,580	\$43,740
2	\$19,720	\$59,160
3	\$24,860	\$74,580
4	\$30,000	\$90,000
5	\$35,140	\$105,420
6	\$40,280	\$120,840
7	\$45,420	\$136,260
8	\$50,560	\$151,680

*Grantee must update this table annually

“Fuel Cell Electric Vehicle (FCEV)” means any vehicle that receives propulsion energy from both an on-board fuel cell power system and either a battery or a capacitor. FCEV is equivalent to “hybrid fuel cell vehicle.”

“Lending Models” may include one or more of the following, direct consumer loan, LLR, or other lending product that facilitates the purchase of an advanced technology clean vehicle.

“Lower-income” for the purposes of this project means a household income less than or equal to 300 percent of the Federal Poverty Level.

“Plug-in Hybrid Electric Vehicle (PHEV)” means a vehicle having the capacity to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven. PHEV is equivalent to “off-vehicle charge-capable hybrid electric vehicle.”

“Price buy-down” means a grant provided directly to the dealer from the administrator to pay down the vehicle price for a pre-qualified consumer purchasing or leasing an advanced technology clean vehicle.

“Zero-Emission Vehicle (ZEV)” means any vehicle certified to zero-emission standards, which includes both FCEVs and BEVs.